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**COMMUNITY DECLARATION
FOR
PRESERVE AT LA PALOMA**

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Exhibits:

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws
- Exhibit 4 – Permit

**COMMUNITY DECLARATION
FOR
PRESERVE AT LA PALOMA**

THIS COMMUNITY DECLARATION FOR PRESERVE AT LA PALOMA (this "**Declaration**") is made this 17 day of February, 2022, by MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company (the "**Declarant**"), joined by PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

R E C I T A L S

- A. The Declarant is the record title owner of the real property located in Hillsborough County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**PRESERVE AT LA PALOMA**").
- B. The Declarant hereby desires to subject PRESERVE AT LA PALOMA to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising PRESERVE AT LA PALOMA, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.
- D. PRESERVE AT LA PALOMA 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 now or subsequently amended, modified, restated, replaced or supplemented, the "**Master Declaration**").
- E. PRESERVE AT LA PALOMA is subject to the Master Declaration and the jurisdiction of the Master Association (as defined herein).
- F. The Association constitutes a "Project Association" (as defined in the Master Declaration) under 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 PRESERVE AT LA PALOMA 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:

"**ACC**" shall mean the Architectural Control Committee for PRESERVE AT LA PALOMA established pursuant to Section 19.1 hereof.

"**Access Control System**" shall mean any system intended to control access to PRESERVE AT LA PALOMA or any portion thereof, as may be constructed by the Declarant, as determined by the Declarant, in its sole discretion. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE

OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

“Age-Qualified Occupant” shall mean a natural person who is fifty-five (55) years of age or older.

“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 17.1 hereof.

“Association” shall mean PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

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

“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 PRESERVE AT LA PALOMA designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein) 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 (as defined herein) within PRESERVE AT LA PALOMA. The Common Areas may include, without limitation, the Access Control System, the Recreational Facilities (as defined herein), the SWMS (as defined herein), the Mail Delivery Center (as defined herein), the private roadways, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, Perimeter Walls/Fences (as defined herein), private rights of way, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. 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. SOME AREAS THAT ARE TYPICALLY CONSIDERED “COMMON AREA” OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE MASTER COMMON AREA OWNED AND MAINTAINED BY THE MASTER ASSOCIATION. THE COMMON AREA SHALL NOT INCLUDE THE MASTER COMMON AREA.

“Community Completion Date” shall mean the date upon which all Homes in PRESERVE AT LA PALOMA, as ultimately planned and as fully developed, have been conveyed by the Declarant to Owners.

“Community Standards” shall mean such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof.

“Contractors” shall have the meaning set forth in Section 19.12.2 hereof.

“County” shall mean Hillsborough County, Florida.

“Declarant” shall mean MATTAMY TAMPA/SARASOTA 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 provided in the instrument of assignment, in the event of a partial assignment of some, but not all, of the Declarant 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.

“Declaration” shall mean this COMMUNITY DECLARATION FOR PRESERVE AT LA PALOMA, 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.

“Governing Documents” shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

“Home” shall mean a residential dwelling and appurtenances thereto constructed on a Lot within PRESERVE AT LA PALOMA. 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 and will include single family detached residences and townhomes.

“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 17.2.5 hereof.

“Initial Contribution” shall have the meaning set forth in Section 17.11 hereof.

“Installment Assessments” shall have the meaning set forth in Section 17.2.1 hereof.

“Lender” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) the Declarant and its affiliates, to the extent the Declarant or its 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 PRESERVE AT LA PALOMA.

“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.

“Lot Wall/Fence” shall mean any fence or wall built as part of the original construction of two or more Homes that is placed on the dividing line or platted lot line between the Lots of such Homes.

“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 Assessments” shall have the meaning set forth in Section 17.24 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 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 Governing Documents” shall mean the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES AT CYPRESS CREEK, recorded in Official Records Book 5084 Page 005, as now or may be subsequently amended, modified, restated, replaced or supplemented (the **“Master Declaration”**), together with all exhibits and ancillary documents referenced therein, and the DECLARATION OF GOLF COURSE COVENANTS, recorded in Official Records Book 5601, Page 544, as now or may be subsequently amended, modified, restated, replaced or supplemented (the **“Golf Course Covenants”**), all of the Public Records of Hillsborough County, Florida, (collectively, the **“Master Governing Documents”**). This Declaration shall be junior and 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.

“Master Plan” shall mean collectively any full or partial concept plan for the development of PRESERVE AT LA PALOMA, 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 PRESERVE AT LA PALOMA, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Neighborhood" shall mean and refer to a group of Homes designated as a separate Neighborhood. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Homes.

"Neighborhood Assessments" shall mean and refer to Assessments levied against the Homes in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 17.2.6.

"Neighborhood Expenses" shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Homes within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

"Occupy, Occupies, or Occupancy" unless otherwise specified in the Governing Documents, these terms shall mean staying overnight in a particular Home for at least ninety (90) total days in the subject calendar year. The term **"Occupant"** shall refer to any individual other than an Owner who Occupies a Home or is in possession of a Home, or any portion thereof, or building or structure thereon, whether as a Lessee or otherwise, other than on a merely transient basis (and shall include, without limitation, a Resident (as defined herein)).

"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, the private roadways, the Access Control System, the Recreational Facilities, the Mail Delivery Center(s), the SWMS, the Perimeter Walls/Fences; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider or other third party entity, if any; all amounts payable in connection with irrigation costs incurred by the Association for Common Area and Lot irrigation; costs of utilities; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners, if any; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; taxes; insurance; bonds; salaries; 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.

"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, even after the Turnover Date.

"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.

"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 lot line between the Lots of such Homes.

"Permit" shall mean Permit No. 43045031.000 issued by SWFWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

“Plat” shall mean any plat of any portion of PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA, as such phase is added to this Declaration.

“PRESERVE AT LA PALOMA” 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.

“Public Records” shall mean the Public Records of Hillsborough County, Florida.

“Qualified Occupant” shall mean any natural person (i) eighteen (18) years of age or older who Occupies a Home and was the original Occupant following purchase of the Home from the Declarant; or (ii) a natural person eighteen (18) years of age or older who Occupies a Home with an Age-Qualified Occupant.

“Resale Contribution” shall have the meaning set forth in Section 17.12 hereof.

“Reserves” shall have the meaning set forth in Section 17.2.4 hereof.

“Resident” shall mean each natural person who resides in a Home.

“Rules and Regulations” shall mean the Rules and Regulations governing PRESERVE AT LA PALOMA as adopted 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 in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of PRESERVE AT LA PALOMA from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board 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.

“SFD Lot” shall mean any Lot that has, or is intended to have, a single family detached Home constructed thereon.

“Special Assessments” shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

“Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, designates Neighborhoods, 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.

“Surface Water Management System” or **“SWMS”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2021). The SWMS includes those works authorized by SWFWMD pursuant to the Permit. The SWMS will be part of the Common Areas and will be maintained by the Association.

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

“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 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 24.8 hereof.

“Townhome Lot” shall mean any Lot that has, or is intended to have, a single family attached Home constructed thereon.

“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 occurs.

“Use Fees” shall have the meaning set forth in Section 17.2.3 hereof.

“Voting Delegate” shall mean the “Delegate” for PRESERVE AT LA PALOMA, as such term is defined in the Master Declaration.

“Voting Interest” shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within PRESERVE AT LA PALOMA, which shall include the voting interests of the Declarant.

3. Plan of Development.

3.1 Plan. The planning process for PRESERVE AT LA PALOMA 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 Governing Documents, and other Agreements (as defined herein), the Declarant may and has the right to develop PRESERVE AT LA PALOMA and adjacent property owned by the Declarant into residences, 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 as determined by the Declarant in its sole discretion. The existence at any point in time of walls, fences, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of PRESERVE AT LA PALOMA as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for PRESERVE AT LA PALOMA which may be supplemented by additional covenants, restrictions and easements applicable to any portion of PRESERVE AT LA PALOMA. 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 PRESERVE AT LA PALOMA from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners 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 PRESERVE AT LA PALOMA 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 and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles and the Bylaws, in that order, shall prevail. If there is any conflict between the provisions of the Governing Documents and the Master Governing Documents, the provisions of the Master Governing Documents shall prevail.

3.3 Site Plans and Plats. Site plans, construction plans or the Plat may identify some of the Common Areas within PRESERVE AT LA PALOMA. The description of Common Areas on the Plat, construction plans, or site plans is subject to change and the notes on a Plat, construction plans or site plans, are not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by the Declarant in its marketing efforts may illustrate the types of improvements that may be constructed as Common Areas but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans or other renderings 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 PRESERVE AT LA PALOMA owned by the Declarant or reconfigure any Lot or other land owned by the Declarant, 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 affected by or subject to such change.

3.4 Rentals. From time to time, the Declarant and/or its affiliates may market and/or sell Homes in PRESERVE AT LA PALOMA to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant and/or its affiliates may own Homes within PRESERVE AT LA PALOMA and may lease such Homes to occupants. Consequently, Homes in PRESERVE AT LA PALOMA may be leased to or occupied by persons other than the record title owner of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that (i) limit the total number of Homes in PRESERVE AT LA PALOMA that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.5 Neighborhood Designation. Certain Homes within PRESERVE AT LA PALOMA may be located within a Neighborhood. This Declaration or a Supplemental Declaration may designate Homes, Lots, or Parcels to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 5.1, the Declarant may amend this Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries. The following Neighborhood is initially hereby designated:

3.5.1 All Townhome Lots are hereby designated as the "**Townhome Neighborhood.**"

3.5.2 All SFD Lots are hereby designated as the "**SFD Neighborhood.**"

3.6 Master Governing Documents. PRESERVE AT LA PALOMA 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 and restrictions relating to the use of PRESERVE AT LA PALOMA (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.

3.7 Restrictions Affecting Occupancy and Alienation. The covenants, conditions and restrictions of this Declaration set forth in Section 27 (the "**Occupancy and Alienation Restrictions**") shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, any aggrieved Owner and their respective legal representatives, heirs, successors and assigns. In no event shall the Occupancy and Alienation Restrictions be revoked, modified or amended for a period of thirty (30) years from the recording of this Declaration in the Public Records.

3.8 Adjacent Golf Course Disclosure.

3.8.1 Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot acknowledges that PRESERVE AT LA PALOMA 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.

3.8.2 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 use, maintenance and operation of the golf course amenities including, without limitation: (a) noise from maintenance equipment; (b) 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 any loss of damage, including, without limitation, indirect, special or consequential 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. The 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.

3.8.3 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 the initial sale, and does not create any representation concerning view or any ongoing right to 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 PRESERVE AT LA PALOMA, or on property adjacent to PRESERVE AT LA PALOMA.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other 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 to this Declaration must comply with Section 25.2 which benefits SWFWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner 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.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations as it deems appropriate, without 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 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 PRESERVE AT LA PALOMA; (ii) additions or deletions from PRESERVE AT LA PALOMA and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in the Community Standards; (v) changes in maintenance, repair and replacement obligations; and (vi) modifications of the use restrictions for Homes. 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. In the event the Association shall desire to amend this Declaration, the Community Standards, and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in the identical amendment to the Declaration 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.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended 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 adopting amendments 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. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. 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, SWFWMD, 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, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 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, SWFWMD 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.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of PRESERVE AT LA PALOMA by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners 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 PRESERVE AT LA PALOMA. 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 and 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 PRESERVE AT LA PALOMA.

5.2 Annexation by the 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.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of PRESERVE AT LA PALOMA (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 PRESERVE AT LA PALOMA shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 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 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 the 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. If the Association ceases to exist and the Master Association does not own and operate all SWMS, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2021), 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.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, PRESERVE AT LA PALOMA 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 only shall apply with regard to the maintenance, operation, and preservation of those portions of PRESERVE AT LA PALOMA that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 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 twenty-five (25) 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 ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration 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.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's membership in the Association with respect to such Home or Lot. An Owner'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 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 accruing with respect to such Lot prior to the date of transfer.

7.3 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 the Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and the 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 the Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A members shall be all Owners. 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.

7.3.2 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. 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. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, 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:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for PRESERVE AT LA PALOMA are conveyed to members other than the Declarant;

7.3.2.2 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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2021).

7.4 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 PRESERVE AT LA PALOMA. 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 notice of the name of the Voting Delegate to the Master Association at least one (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 shall not be required to poll or conduct a vote of the other members of the Association.

7.5 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.

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

7.7 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, 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.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. 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 PRESERVE AT LA PALOMA for various public purposes or for the provision of telecommunications systems, or to make any portions of PRESERVE AT LA PALOMA part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of PRESERVE AT LA PALOMA. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall have the right to use and access the Common Areas without interference from any Owner 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 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.

9.2 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. Certain Common Area improvements are intended for recreational activities (collectively, the "**Recreational Facilities**"). The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements within PRESERVE AT LA PALOMA, 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, including the Recreational Facilities. The Declarant is the sole judge of the Common Area 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 or changes or modifications to any of them.

9.3 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.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, 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, or any other permittee, of any permit required by a governmental agency in connection with the development of PRESERVE AT LA PALOMA, as modified and/or amended. The Association shall cooperate with the Declarant, 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, 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 granting access to their respective Lots.

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

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

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, its successors and assigns in, to, upon and over all of the Common Areas 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 Common Areas for construction vehicles and equipment. These easements shall run in favor of the Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 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

9.4.2.6 a reservation of right in favor of the Declarant to require that 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.

9.5 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 (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests

present (in person or by proxy) 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 9.5 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.

9.6 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, any private roadways, any parking areas, pathways, bicycle paths, and community 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. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete surfaces in the event that such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees) caused such damage to any paved or concrete surfaces. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees) shall subject the Owner to an Individual Assessment for such costs.

9.7 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, as applicable. 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 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.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, 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.

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications 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.

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

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

9.8.5 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 PRESERVE AT LA PALOMA; and (v) design of any portion of PRESERVE AT LA PALOMA. Each Owner expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for 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 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.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the 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 within PRESERVE AT LA PALOMA, including, without limitation, use of the Common Areas by Owners or their Lessees, guests, family members, invitees, or agents. Should any Owner (or its Lessees, guests, family members, invitees or agents) bring suit against 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.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of PRESERVE AT LA PALOMA or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant and/or its agents, Contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within PRESERVE AT LA PALOMA, 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 PRESERVE AT LA PALOMA), general office and construction operations within PRESERVE AT LA PALOMA; (iii) place, erect or construct portable, temporary or accessory buildings or structures within PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of PRESERVE AT LA PALOMA, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of PRESERVE AT LA PALOMA including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to PRESERVE AT LA PALOMA by dredge or dragline, store fill within PRESERVE AT LA PALOMA and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA.

9.10 Public Facilities. PRESERVE AT LA PALOMA and/or the Master Community may include one or more public facilities that may be dedicated to the County.

9.11 Default by Owners. No default by any Owner 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.

9.12 Association's Obligation to Indemnify. The Association and each Owner covenant and agree, jointly and severally, to indemnify, defend and hold harmless the Declarant, its officers, directors, shareholders, and any related persons, companies, 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 or PRESERVE AT LA PALOMA, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners within PRESERVE AT LA PALOMA or the Master Community, 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 constitute a part of the Operating Expenses to the extent such matters are not covered by insurance maintained by the Association or the Master Association.

9.13 Special Taxing Districts. 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 PRESERVE AT LA PALOMA to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, surface water management systems, wetland 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 sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Recreational Facilities.

9.14.1 General Restrictions. Each Owner, its Immediate Family Members, guests, invitees, Lessees, and other persons entitled to use the Recreational Facilities, shall comply with following general restrictions:

9.14.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and guardians are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable regulations and restrictions from time to time governing minors' use of the Recreational Facilities, including, without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities. Persons fourteen (14) years of age or younger shall be accompanied by an adult at all times during which such minor is using the Recreational Facilities.

9.14.1.2 Responsibility for Personal Property and Persons. Each Owner and Lessee assumes sole responsibility for the health, safety, and welfare of such Owner, Lessee, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner and Lessee shall not allow any damage to the Recreational Facilities nor shall any Owner interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall 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.

9.14.1.3 Activities. Any Owner, Immediate Family Member, Lessee, 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, guest, or invitee. No Owner or Lessee 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 the Association, which consent may be withheld for any reason. All incontinent individuals are required to wear swim diapers while using any community pool located within the Recreational Facilities, as applicable.

9.14.2 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.

9.14.3 Indemnification of Declarant and the Association. By the use of the Recreational Facilities, each Owner, its Lessees, Immediate Family Members, guests, and invitees agree to indemnify and hold harmless the Indemnified Parties against all 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 or their Lessees, Immediate Family Members, invitees, 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 of the Association's insurance policies.

9.14.4 Attorneys' Fees. Should any Owner, its Immediate Family Members, guests, invitees, or Lessees bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner and/or its Immediate Family Members, guests, invitees, or Lessees 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.

9.14.5 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:

9.14.5.1 such person is not an Owner or a Lessee;

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

9.14.5.3 an Owner, Lessee, Immediate Family Members, 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, whether belonging to an Owner, third party or to the Association; or

9.14.5.4 an Owner fails to pay Assessments due.

9.14.6 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 or Lessee (and/or Immediate Family Members) or prohibit an Owner or Lessee (and/or Immediate Family Members) 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 Board. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities shall be imposed upon delivery of fourteen (14) days prior written notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent child, brother, or sister of an officer, director, or employee of the Association. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

9.14.7 Use of Recreational Facilities for Parties and Events. The Association shall have the right to impose conditions or restrictions in connection with the use of Recreational Facilities for events, parties and gatherings hosted by an Owner, its Lessees, Immediate Family Members and guests. The Association shall also have the right to adopt and enforce Rules and Regulations regarding the number of guests that may be allowed to use the Recreational Facilities at any time. In the event an Owner or Lessee desires to utilize the Recreational Facilities for an event, party or other gathering of five (5) or more guests or invitees (an "**Event**"), such Owner or Lessee must obtain written prior approval of the Association. The Association may, in its sole and absolute discretion, require such Owner, and its Lessees, Immediate Family Members and guests, to execute certain registration and/or release agreements or other documentation in connection with such Event, including, without limitation, a Facility Use and Hold Harmless Agreement, if applicable, and shall require the Owner or Lessee to remit to the Association a Twenty-Five and No/100 Dollars (\$25.00) reservation fee. Further, in advance of such Event, the Owner or Lessee shall remit to the Association a security deposit in the amount of Five Hundred and No/100 Dollars (\$500.00), or such other amount as determined by the Board from time to time, to cover expenses related to the clean-up, maintenance and/or damage caused to the Recreational Facilities by the Owner or Lessee, their guests and invitees. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner or Lessee upon conclusion of the Event after the Association receives confirmation there is no such clean-up, maintenance or repair required. In the event the Owner or Lessee does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the collection of the deposit referred to herein from an Owner or Lessee shall not reduce or abate any Owner's or Lessee's obligations pursuant to this Declaration, or give any Owner or Lessee the right to avoid any of the covenants, agreements, or obligations to be performed hereunder, including all restrictions with respect to parking and/or use of the Common Areas.

9.14.8 Non-ADA Compliant Pool Disclosure. The community pool within PRESERVE AT LA PALOMA is a private residential community pool that is limited to the exclusive use of residents and their guests and is not required to comply with the Americans with Disabilities Act ("**ADA**") Requirements for Accessible Pools for persons with mobility disabilities. Accordingly, there is no ADA accessible means of entry to the community pool, including no pool lifts, no sloped entries, no transfer systems nor any other ADA compliant accessible means to the pool. By acceptance of a deed to a Lot, each Owner acknowledges and agrees that the Recreational Facilities, including the community pool, are not required to be compliant with the ADA Standards for Accessible Design.

9.15 Access Control System. The Declarant may install a controlled access facility at one or more access points to PRESERVE AT LA PALOMA. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for PRESERVE AT LA PALOMA. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, the Declarant shall have the absolute right to determine how such Access Control System is operated, including the days and times that gates are open allowing public access to PRESERVE AT LA PALOMA. The Declarant hereby reserves for itself, and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant. If the Association attempts to restrict or control access into PRESERVE AT LA PALOMA through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE ASSOCIATION AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR**

ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION AND THE DECLARANT, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

9.16 Mail Delivery Centers. 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 Delivery Centers**"). The Declarant, in its sole discretion, may install one or more Mail Delivery Centers within PRESERVE AT LA PALOMA and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant. Mail Delivery Centers, if any, shall be maintained by the Association in accordance with the requirements of the United States Postal Service and any other applicable governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Delivery Centers shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. To the extent any Mail Delivery Centers are 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 Delivery Centers and the Declarant hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Delivery Centers.

9.17 Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas ("**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards (as defined below), if any. The Declarant and the Owners hereby grant 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 Retention/Detention Area Slopes Maintenance 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. Each Owner hereby grants the Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of insuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

10. Maintenance by the Association. Except as may be otherwise provided in a Supplemental Declaration designating a Neighborhood and specifying the maintenance requirements applicable to a particular Neighborhood, the following provisions shall relate to all of PRESERVE AT LA PALOMA.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace, and insure the Common Areas, including all improvements placed thereon.

10.2 Landscape Maintenance. Except as otherwise provided in this Section, the record title owner of a Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas within any portion of such Lot. The Association shall be responsible for maintaining the landscaped areas within each Lot in accordance with the following terms:

10.2.1 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, mowing, edging, 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 Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood 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 and/or replacement of such landscaping. 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 such landscaping becomes dead or badly damaged. In the event landscaped areas are not replanted 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.

10.2.2 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 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.

10.2.3 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 or Neighborhood 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.

10.2.4 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. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs, 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 PRESERVE AT LA PALOMA MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN PRESERVE AT LA PALOMA. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES AND IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE APPLICABLE NEIGHBORHOOD AND EACH OWNER OF A LOT IN THE APPLICABLE NEIGHBORHOOD SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.3 Roadways. All of the roadways within PRESERVE AT LA PALOMA shall be private roadways and shall be owned and maintained by the Association. 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 private roadways. All costs associated with maintenance, repair, replacement, and insurance of private roadways within PRESERVE AT LA PALOMA 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.

10.4 Adjoining Areas. Except as otherwise provided herein or otherwise maintained by the Master Association and/or the County, as applicable, 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, 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. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.5 Negligent or Willful Acts. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner or its Lessees, Immediate Family Members, guests, invitees, or other persons utilizing any portion of PRESERVE AT LA PALOMA through or under an Owner, shall be borne solely by such Owner of the Lot, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, guests, or invitees.

10.6 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 PRESERVE AT LA PALOMA. Such areas may abut, or be proximate to, PRESERVE AT LA PALOMA, 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.

10.7 Private Right-of-Way. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of (i) the community sidewalk located in any private right-of-way adjacent to any Common Areas, (ii) the driveways and any paved surfaces located within the private right-of-way adjacent to Lots, (iii) irrigation facilities, trees and landscaping located in any right-of-way adjacent to any Common Areas and Lots (if any); however, the Association shall not be responsible for replacement of any such trees or landscaping. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to sidewalks, irrigation facilities, trees or landscaping caused by such Owner's negligent or willful acts (or the negligent or willful acts of such Owner's Lessees, Immediate Family Members, guests, or invitees). Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner (or the negligent or willful acts of such Owner's Lessees, Immediate Family Members, guests, or invitees) shall subject the Owner to an Individual Assessment for such costs. The cost associated with any such maintenance of the Common Areas shall be deemed part of the Operating Expenses. The cost associated with any such maintenance of any right-of-way adjacent to any Lots shall be part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs.

10.8 Townhome Neighborhood Home Maintenance. With respect only to the Townhome Neighborhood, 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.

10.8.1 Painting. The Association shall paint all exterior painted portions of Homes located within the Townhome Neighborhood, 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 shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot 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, or the negligence or willful acts of such Owner's Lessees, Immediate Family Members, invitees, or guests. In the event any exterior painting on a Home is damaged by an Owner or due to an Owner's negligence, or the negligence or willful acts of such Owner's Lessees, Immediate Family Members, invitees, or guests, 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. Each Owner grants the Association an easement over its Townhome Lot, as applicable, for the purpose of complying with the requirements of this Section.

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 the negligence or willful acts of such Owner's Lessees, Immediate Family Members, invitees, or guests, or (iii) as required by Section 11 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:

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

10.8.1.2 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;

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

10.8.1.4 if the Association thereafter paints the Home and the other Homes attached to the Home in accordance with this Section, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs.

10.8.2 Roofs and Gutters. The Association shall repair and replace roofs of Homes located within the Townhome Neighborhood, including shingles and roof decking, when such repairs and replacement are applicable to the entire roof consisting of all roofs of all attached dwellings for a particular townhome building; provided, however, in no event shall the Association have any obligation to repair or replace roof trusses or other structural components of the roof, including, without limitation, soffit and fascia. Any maintenance, repair and/or replacement of the shingles and roof decking that apply to an individual Lot and/or Lots, but do not apply to the entire roof consisting of all roofs of all attached dwelling for a particular townhome building, shall be the responsibility of the respective Lot Owner(s). The Association shall conduct routine maintenance of roof gutters (if any) of Homes located within the Townhome Neighborhood, including clearing, repairing and ensuring the proper functioning of such gutters. The cost associated with any such roof or gutter maintenance, repair and replacement by the Association shall be deemed part of the Neighborhood Expenses for the Townhome Neighborhood, and each Owner of a Townhome Lot shall pay an equal share of such costs.

10.8.3 Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Homes located within the Townhome Neighborhood. The cost associated with any such programs shall be deemed part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Lot shall pay an equal share of such costs.

10.8.4 Pressure Washing/Soft Washing. The Association may, in its sole discretion, pressure wash/soft wash (one time per year) the roofs and the exterior portions of Homes located within the Townhome Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The Association shall have no responsibility to pressure wash/soft wash any paved or concrete surfaces within any Lot. The cost associated with exterior pressure washing/soft washing and made in accordance with this Section shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood, and each Owner of a Townhome Lot shall pay an equal share of such costs.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 14 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section, or would have covered such repairs or replacements if the Owner had procured such

coverage, then such repairs or replacements shall be governed by Section 14 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.

10.9 Paved and Concrete Surfaces. The Association shall be responsible for maintenance and repair, including pressure washing/soft washing, of the sidewalks and other paved surfaces comprising part of the Common Areas, if any, within PRESERVE AT LA PALOMA. Further, the Association shall be responsible for the routine maintenance, repair, and replacement of the driveways located within any Lot and all driveways, sidewalks, and other paved surfaces located in the right of way adjacent to any Lot; provided, however, each Owner shall be responsible for the routine maintenance, repair, and replacement of the walkways located on such Owner's Lot. The Association shall perform any such maintenance and pressure washing/soft washing of the sidewalks and other paved surfaces within the Common Areas, at the Board's discretion and the costs of any such maintenance shall be part of the Operating Expenses, and each Owner of a Home shall pay an equal share of such costs.

10.10 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.

10.11 Perimeter Walls/Fences. The Declarant may install perimeter walls or fences within PRESERVE AT LA PALOMA (the "**Perimeter Walls/Fences**"). The Association at all times shall have the exclusive right to maintain, repair, and/or replace any Perimeter Walls/Fences within PRESERVE AT LA PALOMA, including Perimeter Walls/Fences located on Lots. 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 any such Perimeter Walls/Fences.

10.12 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 or share certain facilities within PRESERVE AT LA PALOMA or adjacent to the boundaries of PRESERVE AT LA PALOMA, as set forth in (i) that certain Off-Site Drainage Easement recorded in O.R. Book 5361, Page 248 in the Public Records, (ii) that certain Special Warranty Deed recorded in O.R. Book 5601, Page 511, as amended in O.R. Book 5803, Page 1499, both in the Public Records, and (iii) 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 PRESERVE AT LA PALOMA, 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 PRESERVE AT LA PALOMA, 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, OR SHARE CERTAIN FACILITIES, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. Except as otherwise provided in Section 10, all Lots and Homes, including, without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structural components, 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 PRESERVE AT LA PALOMA AND THE Master Community by the record title owner of the applicable Lot. No tree installed by the Declarant 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 PRESERVE AT LA PALOMA. If any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. 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.

11.1 Right of the Association to Enforce. 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 this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.2 Modification to Landscaped Areas. Without the prior written consent of the ACC and the Master DRC, if and as applicable, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from PRESERVE AT LA PALOMA 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 or the Master DRC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners 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 fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC and the Master DRC, if and as applicable.

11.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.4 Exterior Home Maintenance. Subject to the Association's right, in its sole discretion, to pressure wash/soft wash the roofs and the exterior portions of Homes located within the Townhome Neighborhood as set forth in Section 10 above, each Owner is solely 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 or fiber cement siding/cement lap siding (stucco or cementitious coating or fiber cement siding/cement lap siding is referred to herein as the "**Exterior Finish**"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior 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 Exterior Finish. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible for inspecting the Exterior Finish of the exterior walls for cracking and to engage a qualified professional to seal those cracks and repair the affected area. 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 inspection reveals any such items, the Owner is responsible for engaging a qualified professional to 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.

11.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain, including pressure washing/soft washing, and/or replace the walkways and sidewalks, including, without limitation, concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot, except for driveways maintained by the Association, as set forth in Section 10 herein. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities or water mains, 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 Section, 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. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.6 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 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 AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.7 Right of Way. Every Owner shall be required to irrigate the grass and landscaping located in the right of way adjacent to such Owner's Lot in a routine and ordinary manner and shall ensure that sufficient irrigation occurs. No tree installed by the Declarant shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing PRESERVE AT LA PALOMA. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC.

11.8 Lot Walls/Fences. Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

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

11.8.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or his/her 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 the provisions of this Section, 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:

11.8.2.1 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);

11.8.2.2 No Owner shall allow any 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);

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

11.8.2.4 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.

11.8.3 Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his/her 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 his/her 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.

11.8.4 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alterations, 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 adjoining Owner making entry shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

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

11.8.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration 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.

11.9 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 an Owner's Lot in connection with the County's operation, maintenance or repair of any water line or sanitary sewer line, or other maintenance conducted by the County, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located or adjacent to such right-of-way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvements at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.10 Roof Maintenance. Except as otherwise provided in Section 10.8.2 herein with respect to the Association's repair and replacement of the nonstructural components of entire roofs within the Townhome Neighborhood, which consist of all roofs of all attached dwellings for a particular townhome building, each Owner of a Home shall maintain, repair, and replace the roof of his or her Home, including shingles and roof decking. All Owners (including Owners of Townhome Lots), shall be obligated to repair or replace roof trusses and other structural components of their roof; provided, however, the cost of any structural repair and/or replacement that affects more than one Townhome Lot shall be shared equally by all Owners that share such roof. Any repair of a roof by an Owner of a Townhome Lot must be the same or substantially similar to the roof on the other Townhome Lots located adjacent to such Lot. In the event an Owner does not perform such maintenance in compliance with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.11 Paint. The exterior of Homes located within SFD Lots shall be repainted within forty-five (45) days of notice by the ACC to the Owner of applicable Lot.

11.12 Pressure Washing/Soft Washing. Subject to the Association's discretion to pressure wash the roofs and the exterior portions of Homes located within the Townhome Neighborhood pursuant to Section 10, each Owner shall be responsible, at their sole cost and expense, for pressure washing/soft washing the driveways, sidewalks, walkways, roofs and the exterior portions of his/her Home, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ACC to the Owner of the applicable Lot. 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. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

12. Use Restrictions. The following use restrictions shall apply to all Lots within PRESERVE AT LA PALOMA, except for any Lots owned by the Declarant; provided however, a Supplemental Declaration

designating a Neighborhood, may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Further, the Master Governing Documents may include additional restrictions or provisions that are also applicable to all Lots within PRESERVE AT LA PALOMA. 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. Each Owner must comply with the following:

12.1 Alterations and Additions. 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 obtained from the ACC and the Master DRC as required by this Declaration and the Master Declaration, as applicable.

12.2 Animals. No animals of any kind shall be raised, bred or kept within PRESERVE AT LA PALOMA for commercial purposes. Other than swine, poultry, 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. Notwithstanding the foregoing, pets permitted by this Section may be kept or harbored in a Home 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. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home 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 the activities of its pet. Notwithstanding anything to the contrary herein, all restrictions contained in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

12.3 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.

12.4 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, or repair by the Declarant or its agents.

12.4.1 Parking. Except as otherwise expressly provided herein with respect to Government Vehicles (as defined below), 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 PRESERVE AT LA PALOMA or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including the private roadways, except in designated parking areas, if any. To the extent PRESERVE AT LA PALOMA has any designated guest parking, Owners are prohibited from parking in such designated guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in PRESERVE AT LA PALOMA except during the period of a delivery of goods or during the provision of services. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to law enforcement vehicles or vehicles issued by a governmental entity, so long as such vehicles are used for normal transportation and there are no ladders, racks, and hooks or such other commercial equipment attached to such vehicles ("Government Vehicles"). Roadways within PRESERVE AT LA PALOMA shall be private roadways and shall be maintained or regulated by the Association.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA, 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.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles, boat (or other watercraft), trailer, including, without limitation, boat (or other watercraft) trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within PRESERVE AT LA PALOMA except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, recreational or 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 with missing or expired tags or registrations shall remain within PRESERVE AT LA PALOMA, except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within PRESERVE AT LA PALOMA. 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. Golf Carts (as defined below) are permitted within PRESERVE AT LA PALOMA, subject to all restrictions set forth in Section 12.4.5 below. No all-terrain vehicles, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no all-terrain vehicle or mini motorcycle may be parked or stored within PRESERVE AT LA PALOMA, including on any Lot, except in the garage of a Home. 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, or its agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein 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 fourteen (14) day period. 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 tow vehicles that are in violation of this Declaration. 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 and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating it was properly posted shall be conclusive evidence of proper posting.

12.4.5 Golf Carts. Any vehicles considered "golf carts" or "low speed vehicles" under Chapter 316 or Chapter 320, *Florida Statutes* ("**Golf Carts**") must comply with this Section 12.4.5.

12.4.5.1 Golf Cart Operation. Golf Carts may only be operated by individuals lawfully licensed by the Florida Department of Motor Vehicles. Golf Carts may be operated only on roadways within PRESERVE AT LA PALOMA. Golf Carts may not be

operated on sidewalks. All Golf Carts must be equipped with working seat belts, headlights, rear lights, brake lights, turn signals, a horn or other warning device, and a windshield. Only electric Golf Carts are permitted. Operators of Golf Carts must drive with the flow of traffic and must obey all traffic regulations, laws, rules and ordinances. Golf Cart operators must adhere to all traffic signs. Safe driving practices must be utilized when operating the Golf Cart. Texting or cell phone use during operation is prohibited. Golf Carts may only transport the number of persons equal to the number of seats in such Golf Cart. Persons or materials hanging off the back or side of a Golf Cart is prohibited. The maximum speed allowed for Golf Carts is the posted speed limit, or less if required by applicable law or ordinance. Golf Carts must be operated in accordance with all applicable laws, rules, regulations and ordinances. Each individual using a Golf Cart within PRESERVE AT LA PALOMA is responsible for understanding and complying with all applicable laws, rules, regulations and ordinances. Headlights must be on when operating a Golf Cart thirty (30) minutes before sunset and thirty (30) minutes after sunrise. Headlights must also be on when raining, or when other circumstances warrant for safe use of such Golf Cart. EACH INDIVIDUAL USING A GOLF CART WITHIN PRESERVE AT LA PALOMA SHALL DO SO AT THEIR OWN RISK. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE SAFETY OF PERSONS USING GOLF CARTS. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

12.4.5.2 Golf Cart Registration and Insurance. Each owner of a Golf Cart is required to maintain adequate insurance for their Golf Cart and, prior to operation of such Golf Cart within PRESERVE AT LA PALOMA, must name the Association as additional insured on such insurance policy. Prior to operation within PRESERVE AT LA PALOMA, the owner of such Golf Cart must register the Golf Cart with the Association. At the time of registration, the owner of such Golf Cart shall present to the Association the applicable insurance policy listing the Association as additional insured as provided above. Golf Carts operated within any portion of PRESERVE AT LA PALOMA must display a Resident Golf Cart Decal (as defined below). ALL GOLF CARTS WITHIN PRESERVE AT LA PALOMA WHICH ARE UNREGISTERED AND/OR NOT DISPLAYING A VALID RESIDENT GOLF CART DECAL WILL BE SUBJECT TO TOWING. Each Golf Cart must display a resident decal (a "**Resident Golf Cart Decal**") evidencing such the owner of such golf cart is a resident of PRESERVE AT LA PALOMA and has properly registered their Golf Cart with the Association. To receive a Resident Golf Cart Decal, the owner of such Golf Cart must register the Golf Cart with the Association and provide evidence of proper insurance as described above and valid driver's license. Only one (1) Resident Golf Cart Decal shall be issued for each Home. Resident Golf Cart Decals must be displayed in a conspicuous location on the exterior driver's side of the Golf Cart. Any Golf Carts owned by an Owner or Lessee must be registered with the Association to obtain a new Resident Golf Cart Decal. If a Resident Golf Cart Decal is lost or damaged, the Owner of the Home must obtain a new replacement decal from the Association, which may be subject to additional fees in the amount of such costs for the replacement decal/tag plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion), which amount shall be assessed against the respective Lot as an Individual Assessment.

12.4.5.3 Golf Cart Parking. Golf Carts may not be parked on any roadway, street or right-of-way. Golf Carts may park in areas located at the Common Areas designated specifically for golf-cart parking by the Association (if any). When not in use, the Golf Cart must be parked inside the driveway and/or garage of the Home. All other parking restrictions set forth in this Declaration or in the Rules and Regulations shall apply to Golf Carts. Subject to applicable laws and ordinances, any Golf Cart parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association in accordance with Section 12.4.4 above.

12.5 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 14 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.

12.6 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 administrative offices of the Declarant, no commercial or business activity shall be conducted within PRESERVE AT LA PALOMA, 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. No Owner may actively engage in any solicitations for commercial purposes within PRESERVE AT LA PALOMA. No solicitors of a commercial nature shall be allowed within PRESERVE AT LA PALOMA, without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility 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.

12.7 Completion and Sale of Homes. Notwithstanding anything contained herein to the contrary, no person or entity shall interfere with the completion and sale of Homes and/or Lots within PRESERVE AT LA PALOMA by the Declarant. 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 PRESERVE AT LA PALOMA AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 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 or amended from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any foods 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 PRESERVE AT LA PALOMA.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of PRESERVE AT LA PALOMA without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations at its sole discretion, including, without limitation additional time periods and holidays during which Owners may place lighting or decorations on exterior portions of the Home. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through PRESERVE AT LA PALOMA). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2021), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of PRESERVE AT LA PALOMA 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.

12.12 Drainage System. Drainage Improvements may be part of the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. 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 Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. 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 for PRESERVE AT LA PALOMA, 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 PRESERVE AT LA PALOMA. 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 AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 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) removing all removable furniture, plants and other objects from outside the Home; and (ii) 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. Neither the Association nor the Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences and Walls. No walls or fences shall be erected or installed within a Townhome Lot, except walls or fences installed by the Declarant. With respect to SFD Lots, no walls or fences shall be erected or installed without prior written consent of the ACC. 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. 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 or as otherwise provided in Section 15.9 hereof.

12.15 Fuel Storage. No fuel storage shall be permitted within PRESERVE AT LA PALOMA, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment, or similar devices.

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

12.17 Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage 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 receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash 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 PRESERVE AT LA PALOMA.

12.18 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 and shall match the color or trim of the 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.

12.19 Irrigation; Well Water for Irrigation Usage. The Association may use water sourced from a well for irrigation purposes on the Common Areas and/or Lots. Any water from this source may or may not have a high concentration of iron. 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. In no event shall the Declarant or the Association be responsible for any staining that may occur as a result of the irrigation water. In the event an Owner installs a treatment system for the irrigation water, such Owner shall be solely responsible, at such Owner's sole cost and expense, for any such installation, maintenance, repair and/or replacement of such treatment system and for any damage to the irrigation facilities caused by such treatment system. The Declarant may, at its sole discretion utilize a computerized loop system to irrigate the Common Areas and/or Lots. Any such computerized loop irrigation system shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2021), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type 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 and in accordance with the Community Standards.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA shall be the same as the responsibility for maintenance and repair of the respective property under the provisions of this Declaration.

12.22 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 copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than seven (7) months. 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 all Rules and Regulations and all policies adopted by the Association. 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 Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. 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.

Each Owner shall collect from their respective Lessee and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not 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.

12.23 Mailboxes and Lampposts. No mailbox shall be installed by an Owner within PRESERVE AT LA PALOMA. No lamppost shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all lampposts shall be of one particular type or design specified by the ACC.

12.24 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children and guests at all times in and about PRESERVE AT LA PALOMA. The Declarant and the Association shall not be responsible for use of the Common Areas by anyone, including minors and guests.

12.25 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 PRESERVE AT LA PALOMA, as determined by the Board in its sole discretion, is permitted. No firearms shall be discharged within PRESERVE AT LA PALOMA. Nothing shall be done or kept within the Common Areas or any other portion of PRESERVE AT LA PALOMA, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.26 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.

12.27 Personal Property; Patio and Lawn Furniture. 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 PRESERVE AT LA PALOMA, 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 and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

12.28 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of PRESERVE AT LA PALOMA, change the level of the land within PRESERVE AT LA PALOMA, or plant landscaping which results in any permanent change in the flow and drainage of surface water within PRESERVE AT LA PALOMA. Owners may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.

12.29 Roofs, Driveways and Pressure Washing/Soft Washing. Except as provided herein with respect to Townhome Lots, roofs, exterior surfaces and/or pavement, including, but not limited to, walkways, sidewalks, and driveways, shall be pressure washed/soft washed within thirty (30) days of notice by the ACC to the Owner of the Lot. 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. All roofs must be in compliance with the Community Standards. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

12.30 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. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of PRESERVE AT LA PALOMA. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.31 Screened Enclosures and Decks/Patios/Lanais. 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. All decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.32 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 PRESERVE AT LA PALOMA, 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, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') 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 ½') 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, 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 of the County and all setback and location criteria contained in this Declaration and in the Community Standards.

The Declarant and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within PRESERVE AT LA PALOMA such signs and flags as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs and flags 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.

12.33 Social Media. The Association may create an official social media page, forum or website for PRESERVE AT LA PALOMA. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for PRESERVE AT LA PALOMA and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for PRESERVE AT LA PALOMA agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with PRESERVE AT LA PALOMA, the Declarant, the ACC or the Association, and such Owner shall report all such issues directly to the Association and/or the Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager (as defined herein) is responsible for monitoring any social media page(s) for PRESERVE AT LA PALOMA. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

12.34 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of PRESERVE AT LA PALOMA without prior written consent of the ACC. 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.

12.35 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 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.

12.36 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 PRESERVE AT LA PALOMA, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.37 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of PRESERVE AT LA PALOMA 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.

12.38 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ACC. 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.

12.39 Swimming, Fishing and Boating. Swimming and fishing are prohibited within any retention/detention areas or other water bodies within the boundaries of PRESERVE AT LA PALOMA. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any retention/detention areas and/or any other water bodies within PRESERVE AT LA PALOMA.

12.40 Swimming Pools and Spas. No in-ground pools, hot tubs, spas and related appurtenances shall be permitted within any Townhome Lot. With respect to SFD Lots, 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 shall be no higher than twelve feet (12') unless otherwise 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) by the respective Owner. Unless installed by the Declarant, 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 streets, or into any retention/detention areas within PRESERVE AT LA PALOMA or adjoining properties. No above-ground pools shall be permitted on any Lot.

12.41 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 PRESERVE AT LA PALOMA, 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 conditions and standards 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, another Owner or its Immediate Family Members, Lessees, guests or invitees.

12.42 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.

12.43 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.

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

12.45 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.

12.46 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. 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. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. 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. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

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

13. 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, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant 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.

14. Responsibility for Insurance, Repair and Replacement.

14.1 Association Insurance.

14.1.1 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 the 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.

14.1.2 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.

14.1.3 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.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. 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.

14.1.5 Declarant. Prior to the Turnover, the Declarant shall have the right, but not the obligation, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 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 damaged 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.

14.2.2 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 in 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 from the date of the casualty or such longer period of time established by the Board in 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 in 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 shall 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 and in the manner provided herein. 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.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by Section 14 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 PRESERVE AT LA PALOMA.

14.2.4 Additional Rights of the Association. If an Owner of a Lot refuses or fails, for any reason, to perform the Required Repair or Required Demolition or such other reconstruction or repair as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition or such other reconstruction or repair. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for the Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 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.

14.3 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of an Owner to comply with this Section.

14.4 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.

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

14.6 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.

14.7 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).

14.8 Cost of Payment of Premiums. 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.

14.9 Declarant has No Liability. Notwithstanding anything to the contrary in this Declaration, the Declarant and its 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.

14.10 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.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, its Immediate Family Members, Lessees, guests and invitees, and every owner of an interest in PRESERVE AT LA PALOMA 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:

15.1.1 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;

15.1.2 Rules and Regulations governing use and enjoyment of the Common Areas;

15.1.3 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 (2021);

15.1.4 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 Assessment levied against that Owner remains unpaid;

15.1.5 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;

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

15.1.7 The perpetual right of the Declarant to access and enter the Common Areas 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 unfettered access, ingress and egress to the Common Areas so the Declarant and/or its agents can perform all tests and inspections deemed necessary by the Declarant. The Declarant shall have the right to make all repairs and replacements deemed necessary by the Declarant. At no time shall the

Association or any Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant relative to any portion of the Common Areas;

15.1.8 The rights of the Declarant and/or the Association reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

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

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the 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.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and its nominees, over, upon, across, and under PRESERVE AT LA PALOMA as may be required in connection with the development of PRESERVE AT LA PALOMA, and/or other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, or any portion of PRESERVE AT LA PALOMA, and/or other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves the right to use all paved roads and rights of way within PRESERVE AT LA PALOMA for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges construction vehicles and trucks may use portions of the Common Areas. The Declarant 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 be obligated to pay any amount to the Association on account of the Declarant's use of the Common Areas. The Declarant intends to use the Common Areas for sales of Lots and Homes. The Declarant may market other residences and commercial properties located outside of PRESERVE AT LA PALOMA from the Declarant's sales facilities located within PRESERVE AT LA PALOMA. The Declarant has the right to use all portions of the Common Areas in connection with its 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. 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 Section 21 of this Declaration. At no time shall the Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4 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. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within PRESERVE AT LA PALOMA. Furthermore, Private Street Light Providers, if any, shall also have the right to use all paved roadways for ingress and egress to and from any street lights and any related equipment or facilities located within PRESERVE AT LA PALOMA.

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

15.6 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.

15.7 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 PRESERVE AT LA PALOMA (including Lots, Parcels, and/or Homes) for telecommunication systems, utilities, 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.

15.8 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 PRESERVE AT LA PALOMA (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, deadman anchors, and other similar facilities.

15.9 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 PRESERVE AT LA PALOMA over, across and upon PRESERVE AT LA PALOMA 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, (ii) landscaping of the SWMS, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists over, across, and upon PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through PRESERVE AT LA PALOMA 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.

15.10 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of PRESERVE AT LA PALOMA, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.11 Townhome Lots Utility Easement. The Townhome Lots within PRESERVE AT LA PALOMA contain certain underground or under-slab utilities, including, without limitation, electric, water, sewer, cable or other utilities ("**Utilities**") that serve other Townhome Lots within PRESERVE AT LA PALOMA. An easement (the "**Townhome Lots Utility Easement**") is hereby granted under, through and over the areas of each Townhome Lot upon which Utilities are actually located (the "**Townhome Lots Utility Easement Area**"), as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove (collectively, "**Maintain**") the pipes, wires, ducts, vents, cables, conduits, apparatus and other facilities for such Utilities. The Townhome Lots Utility Easement shall be in favor of

(i) the other Owners whose Townhome Lots are served by such Utilities (each, a "**Benefitted Owner**"), (ii) the entities providing such Utilities (each, a "**Provider**"), (iii) the Declarant, and (iv) the Association. The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner's use and enjoyment of his or her Home as a residence. The Owners of the Townhome Lots encumbered by the Townhome Lots Utility Easement shall be reimbursed for any material physical damage to his or her Home or Lot as a result of use of this easement by the Benefitted Owner(s), the Provider(s), the Declarant, or the Association. Notwithstanding any other provision hereof to the contrary, the Townhome Lots Utility Easement Area shall be limited to the area upon which Utilities are actually located. An Owner of any such Townhome Lot shall do nothing within or outside his or her Home or Lot that interferes with or impairs, or may interfere with or impair, the provision of such Utilities or the use of the Townhome Lots Utility Easement for the foregoing purposes. The Benefitted Owner(s), Provider(s), the Declarant, the Association, and/or their respective agents shall have a right of access to each Townhome Lot to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Townhome Lot encumbered by the Townhome Lots Utility Easement and shall not unreasonably interfere with the Owner's use of the Home as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice to the respective Owner.

15.12 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 PRESERVE AT LA PALOMA (collectively, the "**Utility Easements**"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant within the Utility Easement(s). Unless otherwise approved by the Declarant in accordance with Section 19.18 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. 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 (2021).

15.13 Right of Entry. The Declarant and the Association are granted a perpetual and irrevocable easement over, under and across all of PRESERVE AT LA PALOMA 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. Without limiting the foregoing, the Declarant 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 may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of PRESERVE AT LA PALOMA if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

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

16. Party Walls.

16.1 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 PRESERVE AT LA PALOMA 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. The

foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

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

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

16.3.1 Generally. Subject to the Association's maintenance responsibilities in Section 10 herein, 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 applicable 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.

16.3.2 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.

16.3.3 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.

16.3.4 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.

16.3.5 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).

17. Assessments.

17.1 General. Each Owner, 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 (as defined herein) and Spec Lots (as defined herein) may not receive certain services, all Lots will not be assessed uniformly.

17.2 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 PRESERVE AT LA

PALOMA. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Installment Assessments. 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**");

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

17.2.3 Use Fees. 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**");

17.2.4 Reserves. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total Voting Interest of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interest of the Association, 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 comprising a portion of the Common Areas (the "**Reserves**"), including, without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; 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 be payable in such manner and at such times as determined by the Association;

17.2.5 Individual Assessments. Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but 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 (but not the obligation), 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 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; and

17.2.6 Neighborhood Assessments. Assessments for which Owners in a particular Neighborhood or Neighborhoods are subject in order to fund Neighborhood Expenses ("**Neighborhood Assessments**"). The Association is hereby authorized to levy Neighborhood Assessments against all Lots subject to Assessment in the Neighborhood to fund Neighborhood Expenses. The lien for Neighborhood Assessments may be foreclosed in the same manner as any other Assessment.

17.3 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.

17.4 Allocation of Operating Expenses.

17.4.1 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 PRESERVE AT LA PALOMA conveyed to Owners or any greater number determined by the Declarant from time to time. Notwithstanding the foregoing or anything contained herein to the contrary, Neighborhood Assessments for Neighborhood Expenses shall be allocated to and levied against only those Owners within the applicable Neighborhood. 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 (a "Spec Lot") shall be assessed at ten percent (10%) of the Installment Assessment and Neighborhood Assessments (if any and as applicable) 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 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, Special Assessments, and Neighborhood Assessments (if any and as applicable) except as otherwise provided herein. 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 capital improvements, Operating Expenses, support costs and start-up costs. 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, however, shall the Declarant pay Special Assessments.

17.4.2 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. In the event the Neighborhood Expenses as estimated in the Neighborhood Expenses budget for a particular fiscal year are, after the actual Neighborhood 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 Neighborhood Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners within the applicable Neighborhood as an Individual 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.

17.4.3 Each Owner 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 non-payment by other Owners or the Declarant of any sums due.

17.5 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, except as provided herein. Notwithstanding the foregoing, Neighborhood Assessments for Neighborhood Expenses shall be allocated to and levied against only those Owners within the applicable Neighborhood. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments and Neighborhood Assessments (if any and as applicable) 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 a Spec Lot is conveyed by the Declarant 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, Neighborhood Assessments (if any and as applicable), 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.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments 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 shall not be required to pay Use Fees or Individual Assessments.

17.7 Commencement of First Assessments. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. 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 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 Assessments 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.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, Neighborhood Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners 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 other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Installment Assessments and Neighborhood Assessments (if any and as applicable) on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments and Neighborhood Assessments established for such 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. 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 funding of budgeted Reserves, if applicable. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. 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 and Neighborhood Assessments (as applicable) established for such Lots and Homes owned by the Declarant, including Vacant Lots and Spec Lots. The Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration, and the Declarant shall only be assessed for Neighborhood Assessments to the extent any such Lot owned by Declarant is located within the applicable Neighborhood. 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, 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. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(b), FLORIDA STATUTES (2021). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2021), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

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

17.10.1 Installment Assessments and Neighborhood 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 (2021). The Board may from time to time determine when the Installment Assessments and Neighborhood Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments and Neighborhood Assessments for Operating Expenses shall be collected in advance on a monthly basis.

17.10.2 Special Assessments and Individual 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.

17.10.3 The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of each Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are 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 PRESERVE AT LA PALOMA, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

17.12 Resale Contribution. After the Home has been conveyed by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are 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 PRESERVE AT LA PALOMA, including, without

limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

17.13 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 and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting Assessments 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, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner 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.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the lien for Master Association Assessments as provided in the Master Declaration, (ii) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, and (iii) 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, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2021). Any such unpaid Assessments for which such acquirer of title is not liable may be 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. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association 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.

17.17 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.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. 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. 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 all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection, and bankruptcy. 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 levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, then to the delinquent Assessment payment first due, and then to any current Assessments. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, the Declarant and the Association 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, 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 17.8 herein. In addition, the Board shall have the right to exempt any portion of PRESERVE AT LA PALOMA subject to this Declaration from the Assessments, provided that such part of PRESERVE AT LA PALOMA exempted is used (and as long as it is used) for any of the following purposes:

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

17.19.2 Any of PRESERVE AT LA PALOMA exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 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, including, but not limited to, recovery of attorneys' fees, paraprofessional fees, and costs at all levels including appeals, collections and bankruptcy. Such 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 costs of collection including, but not limited to, reasonable attorneys' fees, paraprofessional fees, and costs at all levels including appeals, collections, and bankruptcy.

17.21 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.

17.22 Mortgagee Right. Each Lender may request to the Association in writing that 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 the Lender.

17.23 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.

17.24 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.

18. Information to Lenders and Owners.

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

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

18.3 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:

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

18.3.2 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;

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

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

18.4 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.

19. Architectural Control.

19.1 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 PRESERVE AT LA PALOMA. 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.

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

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of PRESERVE AT LA PALOMA. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within PRESERVE AT LA PALOMA 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 the ACC. The ACC may impose standards for design, 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.

19.4 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 MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING PRESERVE AT LA PALOMA. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW PRESERVE AT LA PALOMA 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.

19.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Community Completion Date, the Declarant, and thereafter the Board, shall have the right to adopt Community Standards. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) 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. The Community Standards shall not require any Owner to alter the improvements approved by the ACC and previously constructed. Until the Community Completion Date, the Declarant shall have the right to approve the Community Standards, which approval may be granted or denied in its sole discretion.

19.6 Quorum. 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.

19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, 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 (visible from the exterior of the Home) 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.

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

19.8.1 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.

19.8.2 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.

19.8.3 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.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 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 the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 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 applicant's receipt 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 therefor. 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 than 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.

19.9 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.

19.10 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration 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.

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA shall be kept clear of construction vehicles, construction materials, and debris at all times. 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 or 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 ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided to the ACC, if requested, 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 and their employees shall utilize those roadways and entrances into PRESERVE AT LA PALOMA as are designated by the ACC for construction activities. The ACC shall have the right to require that Contractors' employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in PRESERVE AT LA PALOMA.

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within PRESERVE AT LA PALOMA. 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 PRESERVE AT LA PALOMA and each Owner shall include the same therein.

19.13 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 PRESERVE AT LA PALOMA 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 or the Community Standards.

19.14 Violation. Without limiting any other provision herein, 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. 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. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other guidelines or standards promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance 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.

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by any person or entity other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, 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 issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section.

19.18 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, its Contractors, agents, and assigns, including, without limitation, improvements made or to be made to the Common Areas, or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, ACC or their members, officers, or directors, 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 or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. The Association does hereby indemnify, defend and hold the Declarant and the ACC, and each of their members, officers, directors, shareholders and any related persons or corporations and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of any nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. The Declarant, the Association, its directors or officers, the ACC or its members, 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.

20. Enforcement.

20.1 Right to Cure. Should any Owner do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant or the Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to any Lot or the Common Areas; or

20.1.5 Impede the Declarant from proceeding with the construction of Homes or completing the development of PRESERVE AT LA PALOMA;

then the Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, 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 after receipt of such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2 Commence an action to recover damages; and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The election not to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the Master Association, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration or the Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration and the Community Standards may be enforced by the Declarant and/or, where applicable, Owners 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 this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD and the Association 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.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, family members, guests and invitees, or all of the foregoing, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2021), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration, including, without limitation, those provisions benefiting SWFWMD.

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

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner or Lessee. Notwithstanding anything to the contrary herein, the notice and hearing requirements under this Section 20.6.2 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 at a properly noticed meeting of the Board.

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

20.6.4 The Violations Committee may approve a fine imposed by the Board against the Owner in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant.

21.1 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 PRESERVE AT LA PALOMA and sales and re-sales of Lots, Homes and/or other properties owned by

the Declarant or others outside of PRESERVE AT LA PALOMA. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of PRESERVE AT LA PALOMA, 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. The sales office and signs and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA 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. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat or described herein, (ii) to plat or replat all or any part of PRESERVE AT LA PALOMA owned by the Declarant or reconfigure any Lot owned by the Declarant, and (iii) to widen, extend or relocate any right of way shown on any Plat or convert a Lot to use as a right of way, provided that the Declarant owns the lands affected by or subject to such change. 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.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant and its assigns shall have the right, at any time, to hold marketing, special and/or promotional events within PRESERVE AT LA PALOMA and/or on the Common Areas without any charge for use. The Declarant and its agents, affiliates, or assignees shall have the right to market PRESERVE AT LA PALOMA in advertisements and other media by making reference to PRESERVE AT LA PALOMA, including, but not limited to, pictures or drawings of PRESERVE AT LA PALOMA, Common Areas, Lots, Parcels and Homes constructed in PRESERVE AT LA PALOMA. All logos, trademarks, and designs used in connection with PRESERVE AT LA PALOMA are the property of the Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant 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 PRESERVE AT LA PALOMA.

21.5 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.

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

21.7 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, maintenance, Telecommunications Services, and other purposes over, under, upon and across PRESERVE AT LA PALOMA so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. 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.

21.8 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 Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary 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.

21.9 Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and 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.

21.10 Additional Development. If the Declarant withdraws portions of PRESERVE AT LA PALOMA 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.

21.11 Representations. The Declarant makes no representations concerning development both within and outside the boundaries of PRESERVE AT LA PALOMA 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 within PRESERVE AT LA PALOMA or adjacent to or near PRESERVE AT LA PALOMA, 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.

21.12 Sales by Declarant. Notwithstanding the restrictions set forth in Section 27, the Declarant reserves for itself the right to sell Homes for Occupancy to natural persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect compliance with all applicable State and Federal laws under which PRESERVE AT LA PALOMA may be developed and operated as an age-restricted community.

21.13 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT 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 PRESERVE AT LA PALOMA INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PARTY WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.13.1 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 PRESERVE AT LA PALOMA HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF PRESERVE AT LA PALOMA AND THE VALUE THEREOF;

21.13.2 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 PREVENTS TORTIOUS ACTIVITIES;

21.13.3 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

21.13.4 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 PRESERVE AT LA PALOMA (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, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.14 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, UNLESS OTHERWISE REQUIRED TO SUBMIT A DISPUTE (AS DEFINED HEREIN) TO MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO SECTION 26 HEREIN, 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.

21.15 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 IRREBUTTABLE 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.

21.16 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 HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT IS 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 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 PRESERVE AT LA PALOMA TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, 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, ITS OFFICERS, DIRECTORS, EMPLOYEES, 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.

21.17 Duration of Rights. The rights of the Declarant 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, in an amendment to the Declaration recorded in the Public Records.

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of PRESERVE AT LA PALOMA, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, 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 PRESERVE AT LA PALOMA 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.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in PRESERVE AT LA PALOMA shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such

materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.20 Use Name of "PRESERVE AT LA PALOMA". No person or entity shall use the name "PRESERVE AT LA PALOMA," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of the PRESERVE AT LA PALOMA name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "PRESERVE AT LA PALOMA" in printed or promotional matter where such term is used solely to specify that a particular property is located within PRESERVE AT LA PALOMA.

21.21 Density Transfers. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

22. 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.

23. 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 in 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.

24. General Provisions.

24.1 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 and Owners shall be bound thereby.

24.2 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.

24.3 Execution of Documents. The Declarant's plan of development for PRESERVE AT LA PALOMA including, without limitation, the creation of one (1) or more special taxing districts 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 (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); 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. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of PRESERVE AT LA PALOMA, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to PRESERVE AT LA PALOMA or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant has 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 are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its 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 at its sole 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 Declarant the notice and/or otherwise comply with the provisions of this Section will damage the Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.12 below.

24.6 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.

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF PRESERVE AT LA PALOMA ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT AND/OR ITS 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 PRESERVE AT LA PALOMA 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 PRESERVE AT LA PALOMA, 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 PRESERVE AT LA PALOMA 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 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 THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF PRESERVE AT LA PALOMA HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner 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 PRESERVE AT LA PALOMA 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, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint 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 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 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.

24.9 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 PRESERVE AT LA PALOMA. 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.

24.10 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.

24.11 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.

24.12 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.

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make the Common Areas available to individuals, persons, firms or corporations other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole and absolute discretion, the manner in which the Common Areas will be made available to individuals, persons, firms or corporations other than the Owners and the fees and charges that may be charged for such use. In addition, 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.

24.14 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 PRESERVE AT LA PALOMA 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 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 one 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 Declarant harmless therefrom.

24.15 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 PRESERVE AT LA PALOMA, including, but not limited to, 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 (2021), 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 (2021). 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 PRESERVE AT LA PALOMA or any lands or facilities outside of PRESERVE AT LA PALOMA prior to the Turnover Date.

24.16 Right to Contract for Street Light Services. The Declarant and/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 (a "**Private Street Light Provider**") for the provision of street lighting services, including, but not limited to, solar power street lights, within all or any part of PRESERVE AT LA PALOMA. Prior to the Community Completion Date, all contracts between a Private Street Light Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, any fees for such street light services payable to the Private Street Light Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

25. Surface Water Management System.

25.1 General. The Association shall be responsible for such maintenance and operation of the SWMS in PRESERVE AT LA PALOMA. All SWMS within PRESERVE AT LA PALOMA, excluding those areas (if any) normally maintained by the County, or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors, and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. NOTWITHSTANDING THE FOREGOING, THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SWFWMD. Prohibited activities include, but are not limited to: 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 SWMS. To the extent there exists within PRESERVE AT LA PALOMA wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore the proper SWMS. The costs of such alterations, improvements or repairs shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the Association, and the Declarant, its successors and assigns.

25.1.6 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SWFWMD.

25.1.8 If the Association ceases to exist and the Master Association does not own and operate all SWMS, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (2021), 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.

25.1.9 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas and upland conservation areas described in the Permit and/or Plat, unless prior approval is received from SWFWMD pursuant to environmental resource permitting.

25.1.10 Each Owner within PRESERVE AT LA PALOMA at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS, as approved and on file with SWFWMD.

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

25.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment that would affect the SWMS must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the Permit.

25.3 Mitigation Area Monitoring. In the event PRESERVE AT LA PALOMA has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Lot Owner and the Declarant; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children or other occupants of the Lot; or (4) issues of formation, validity or enforceability of this Section. Each Owner agrees to the foregoing on behalf of his or her children and other occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or

equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

26.2 Any and all mediations commenced by any Owner or the Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant may, at its sole election, include the Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

26.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation

settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

26.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Prior to Turnover, the Declarant agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

26.8.3 The fees for any claim pursued via arbitration in an amount of Ten Thousand and No/100 Dollars (\$10,000.00) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

26.9 Notwithstanding the foregoing, if either the Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

26.10 THE DECLARANT AND, EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON A CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

27. Restrictions Affecting Occupancy and Alienation.

27.1 Restrictions on Occupancy. Subject to the rights reserved to the Declarant in Section 21.12, the Homes within PRESERVE AT LA PALOMA are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(2)(C) and the regulations promulgated thereunder (collectively, as may be amended, the "**Act**") allowing discrimination based on familial status. The 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 or entity (except the Declarant), for the purpose of

maintaining this Section consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions.

27.1.1 Each Occupied Home shall at all times be Occupied by at least one (1) natural person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Home, any Qualified Occupant may continue to Occupy the same Home as long as the provisions of the Act are not violated by such Occupancy.

27.1.2 No natural person under the age of eighteen (18) shall Occupy a Home.

27.1.3 Nothing in this Section shall restrict the ownership of or transfer of title to any Home; provided, no Owner under the age of fifty-five (55) may Occupy a Home unless the requirements of this Section are met nor shall any Owner permit Occupancy of the Home in violation of this Section. Owners shall be responsible for including a statement in conspicuous type in any lease or other Occupancy agreement or contract of sale relating to such Owner's Home that the Homes within PRESERVE AT LA PALOMA are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Section, which agreements or contracts shall be in writing and signed by the Lessee or purchaser and for clearly disclosing such intent to any prospective Lessee, purchaser, or other potential Occupant. Every Lease Agreement for a Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the Lease Agreement.

27.1.4 Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section with respect to a Home, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

27.1.5 In the event of any change in Occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Home and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner and the Home for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Section, in addition to all other remedies available to the Association under this Declaration and Florida law.

27.2 Monitoring Compliance; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their Lessees and Lenders upon reasonable request.

27.3 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 Homes, requiring that copies of birth certificates or other proof of age for one (1) Age-Qualified Occupant per Home 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 Homes

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 Home as necessary to enforce compliance with this Section.

27.4 Compliance. Each Owner shall be responsible for ensuring compliance of its Home with the requirements and restrictions of this Section and the Association rules adopted hereunder, by itself and by its Lessees and other Occupants of its Home. Each Owner, by acceptance of title to a Home, agrees to indemnify, defend and hold Declarant, any affiliate of Declarant and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Home to so comply. Such defense costs shall include, but not be limited to, attorneys' fees, paraprofessional fees, and costs, at trial and upon appeal.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 17 day of February, 2022.

WITNESSES:

"DECLARANT"

MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company

Ann Nguyen
Print Name: Ann Nguyen

By: *Timothy Murray*
Name: Timothy Murray
Title: Vice President

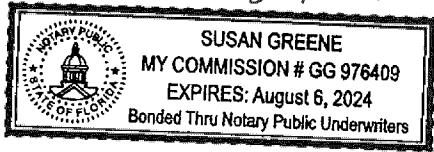
Candace Murray
Print Name: Candace Murray

[Company Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of February, 2022 by Timothy Murray, as Vice President of MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

My commission expires: Aug 6, 2024



Susan Greene
NOTARY PUBLIC, State of Florida at Large
Print Name Susan Greene

JOINDER

PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR PRESERVE AT LA PALOMA (the "**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 17 day of February, 2022.

WITNESSES:

PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Ann Nguyen
Print Name: Ann Nguyen

By: Thomas Griggs
Name: Thomas Griggs
Title: President

Candace Merry
Print Name: Candace Merry

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of February, 2022, by Thomas Griggs, as President of PRESERVE AT LA PALOMA HOMEOWNERS 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: Aug. 6, 2024

Susan Greene
NOTARY PUBLIC, State of Florida at Large
Print Name: Susan Greene

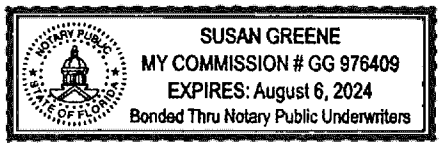


EXHIBIT 1

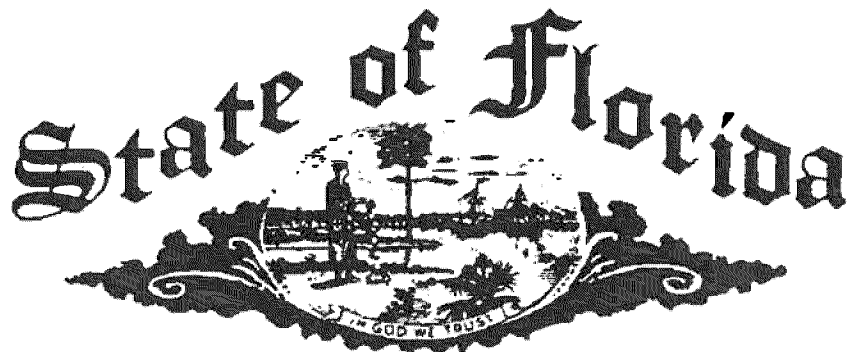
LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 11, run thence along the East boundary of the Northeast 1/4 of said Section 11, S.00°45'53"W., 1298.08 feet to a point on the North boundary of the right-of-way for Upper Creek Drive as recorded in Official Records Book 5604, Page 90, of the Public Records of Hillsborough County, Florida; thence along said North boundary of the right-of-way for Upper Creek Drive, N.89°56'59"W., 29.90 feet to the Northwest corner of said Upper Creek Drive, also being the Northeast corner of Upper Creek Drive as recorded in Official Records Book 5361, Page 240, of the Public Records of Hillsborough County, Florida; thence along the North boundary of the right-of-way for said Upper Creek Drive, the following five (5) courses: 1) continue N.89°56'59"W., 217.88 feet to a point of curvature; 2) Westerly, 351.19 feet along the arc of a curve to the right having a radius of 966.00 feet and a central angle of 20°49'48" (chord bearing N.79°32'05"W., 349.26 feet) to a point of tangency; 3) N.69°07'11"W., 580.00 feet to the Southwest corner of Quit-Claim Deed to Springdale Health Centers LLC, as recorded in Official Records Book 22238, Page 1189, of the Public Records of Hillsborough County, Florida, also being the **POINT OF BEGINNING**; 4) continue N.69°07'11"W., 75.98 feet to a point of curvature; 5) Westerly, 1185.67 feet along the arc of a curve to the left having a radius of 1634.00 feet and a central angle of 41°34'30" (chord bearing N.89°54'26"W., 1159.83 feet) to a point of reverse curvature, said point also being the Southeast corner of La Paloma Drive, according to the plat of LA PALOMA VILLAGE, UNIT 1, as recorded in Plat Book 65, Page 24, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of the right-of-way of said La Paloma Drive, the following four (4) courses: 1) Northwesterly, 54.07 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 88°30'48" (chord bearing N.66°26'17"W., 48.85 feet) to a point of tangency; 2) N.22°10'53"W., 165.60 feet to a point of curvature; 3) Northerly, 142.63 feet along the arc of a curve to the right having a radius of 190.00 feet and a central angle of 43°00'39" (chord bearing N.00°40'33"W., 139.30 feet) to a point of reverse curvature; 4) Northerly, 77.81 feet along the arc of a curve to the left having a radius of 360.00 feet and a central angle of 12°23'04" (chord bearing N.14°38'14"E., 77.66 feet) to a point on the boundary of the Warranty Deed to DF Cypress Creek Properties, LLC (Golf Course boundary), as recorded in Official Records Book 22131, Page 1278, of the Public Records of Hillsborough County, Florida; thence along said boundary of the Warranty Deed to DF Cypress Creek Properties, LLC (Golf Course boundary), the following five (5) courses: 1) S.69°29'48"E., 80.62 feet; 2) N.65°39'10"E., 727.22 feet; 3) N.67°07'21"E., 357.06 feet; 4) S.61°56'51"E., 322.24 feet; 5) S.54°02'54"E., 469.89 feet to the Northerlymost corner of the aforesaid Quit-Claim Deed to Springdale Health Centers LLC, as recorded in Official Records Book 22238, Page 1189, of the Public Records of Hillsborough County, Florida; thence along the Westerly boundary of said Quit-Claim Deed to Springdale Health Centers LLC, the following two (2) courses: 1) S.58°23'18"W., 398.02 feet; 2) S.20°52'49"W., 204.00 feet to the **POINT OF BEGINNING**.

Containing 19.042 acres, more or less.

EXHIBIT 2
ARTICLES OF INCORPORATION



Department of State

I certify from the records of this office that PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 15, 2021.

The document number of this corporation is N21000012174.

I further certify that said corporation has paid all fees due this office through December 31, 2021, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

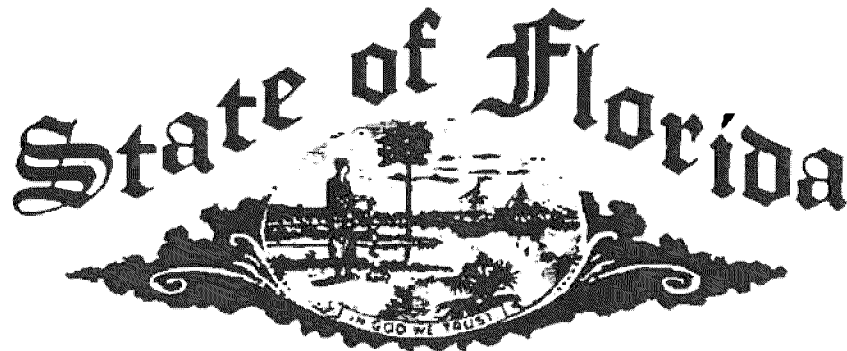
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 721A00025280-101821-N21000012174-1/1, noted below.

Authentication Code: 721A00025280-101821-N21000012174-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Eighteenth day of October, 2021



Randy Wu
Secretary of State



Department of State

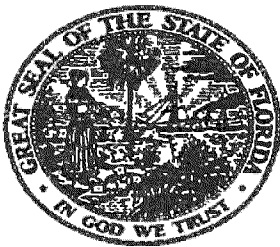
I certify the attached is a true and correct copy of the Articles of Incorporation of PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on October 15, 2021, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H21000385152. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N21000012174.

Authentication Code: 721A00025280-101821-N21000012174-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of October, 2021




Secretary of State



October 18, 2021

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC.
4107 CRESCENT PARK DRIVE
RIVERVIEW, FL 33578

The Articles of Incorporation for PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC. were filed on October 15, 2021, and assigned document number N21000012174. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H21000385152.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Neysa Culligan
Regulatory Specialist III
New Filings Section
Division of Corporations

Letter Number: 721A00025280

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ARTICLES OF INCORPORATION
OF
PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**ARTICLES OF INCORPORATION
OF
PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

- 1. Name of Corporation. The name of the corporation is **PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**").
- 2. Principal Office. The principal office of the Association is 4107 Crescent Park Drive, Riverview, Florida 33578.
- 3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 401 East Jackson Street, Suite 2100, Tampa, Florida 33602. The name of the Registered Agent of the Association is:

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
C/O CHRISTIAN F. O'RYAN, ESQ.

- 4. Definitions. The COMMUNITY DECLARATION FOR PRESERVE AT LA PALOMA (the "**Declaration**") will be recorded in the Public Records of Hillsborough County, Florida, and shall govern all of the operations of a community to be known as PRESERVE AT LA PALOMA. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the rights and interests of the Association and the Owners.
- 6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
- 7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, the Bylaws, the Community Standards, and all rules, regulations, covenants, restrictions and agreements governing or binding the Association and PRESERVE AT LA PALOMA;

7.3 To operate and maintain the SWMS, in the event the Master Association does not operate and maintain the SWMS. The Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements and applicable SWFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS. Assessments may be used for the maintenance and repair of the SWMS and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures, and drainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Bylaws;

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7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights. A quorum for any meeting of the members for the purpose of adopting amendments 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;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of PRESERVE AT LA PALOMA to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, PRESERVE AT LA PALOMA, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, PRESERVE AT LA PALOMA, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and PRESERVE AT LA PALOMA as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.14 To establish committees and delegate certain of its functions to those committees;

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of PRESERVE AT LA PALOMA, including, but not limited to, facilities, 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 (2021), the Association is hereby expressly

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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.

8. Voting Rights. Owners and the Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

Thomas Griggs	4107 Crescent Park Drive Riverview, Florida 33578
Derek Lovett	4107 Crescent Park Drive Riverview, Florida 33578
Justin Guy	4107 Crescent Park Drive Riverview, Florida 33578

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the 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 and its properties. If the Association ceases to exist, and the Master Association does not own and maintain the SWMS, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2021), 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.

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

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant which may be withheld for any reason whatsoever. 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 these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a

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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. A quorum for any meeting of the members for the purpose of adopting amendments 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.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, 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, SWFWMD, 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, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, 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, SWFWMD 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. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. 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.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Thomas Griggs	4107 Crescent Park Drive Riverview, Florida 33578
Vice President:	Derek Lovett	4107 Crescent Park Drive Riverview, Florida 33578
Secretary/Treasurer:	Justin Guy	4107 Crescent Park Drive Riverview, Florida 33578

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

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16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 7th day of October, 2021.

A handwritten signature in black ink, appearing to read 'C. O'Ryan', written over a horizontal line.

Christian F. O'Ryan, Esq.
Incorporator
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 7th day of October, 2021.

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.

By: 

Christian F. O'Ryan, Esq.

Registered Office:

401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Principal Corporation Office:

4107 Crescent Park Drive
Riverview, Florida 33578

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EXHIBIT 3

BYLAWS

2021BYLAWS

OF

**PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

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**BYLAWS
OF
PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 4107 Crescent Park Drive, Riverview, Florida 33578, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the COMMUNITY DECLARATION FOR PRESERVE AT LA PALOMA (the "**Declaration**") relating to the residential community known as PRESERVE AT LA PALOMA, recorded, or to be recorded, in the Public Records of Hillsborough County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Minutes" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2021).

3. Members.

3.1 Voting Interests. Each Owner and the Declarant shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of the 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. Thereafter, the Declarant shall have Voting Interests equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.4 Limited Liability Companies. If a Lot is owned by a limited liability company, the company shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.5 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.6 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.7 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of thirty percent (30%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes

of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast twenty percent (20%) of the total Voting Interests. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2021), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2021) Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for PRESERVE AT LA PALOMA are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "Turnover Date"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after the Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director

for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Board member appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2021), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee to make nominations for election of Directors to the Board. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2021), any election dispute between a member and the Association shall be resolved by binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or filed with a court of competent jurisdiction. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. Members may not attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication.

5.5 Open Meetings. Meetings of the Board, and of any Committee of the Board, shall be open to all members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.8 Electronic or Video Attendance. The Board may, by majority consent, permit any directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall have, subject to the limitations and reservations set forth in the Declaration and Articles, the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of PRESERVE AT LA PALOMA by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member during any period in which such member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.3 Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association.

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

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

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

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board. The President shall be the "Voting Delegate" (as defined in the Declaration) and shall represent the Association's interests in connection with the Master Association.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board. The Vice President shall be the alternate "Voting Delegate" and shall represent the Association's interests in connection with the Master Association as an alternate.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of

the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2021), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. Subject to Section 617.0825, Florida Statutes (2021), the Board may appoint such committees as deemed appropriate, which committees may be comprised of all members, all Directors, or a combination of the foregoing. The Board may fill any vacancies on all committees.

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an official records request by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member with a copy of such records. The Association may not charge a fee to a member for the use of a portable device.

11. Corporate Seal. The Association may have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant which may be withheld for any reason whatsoever. 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 these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Bylaws may be amended 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 called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting. A quorum for any meeting of the members for the purpose of adopting amendments 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.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, 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, SWFWMD, 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, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, 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, SWFWMD 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.

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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

15. Miscellaneous.

15.1 Florida Statutes. Whenever these Bylaws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date these Bylaws are recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

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

CERTIFICATION

I, Thomas Griggs, do hereby certify that:

I am the duly elected and acting President of PRESERVE AT LA PALOMA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation; and,

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 17 day of February, 2021.



Thomas Griggs, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT



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)

March 31, 2021

Mattamy Tampa/Sarasota, LLC
Attn: Mac McCraw
4107 Crescent Park Drive
Riverview, FL 33578

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

Project Name: La Paloma Preserve Subdivision
App ID/Permit No: 808746 / 43045031.000
County: Hillsborough
Sec/Twp/Rge: S11/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: Christopher O'Kelley, P.E., Clearview Land Design, P.L.



Southwest Florida Water Management District

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County: Hillsborough
Sec/Twp/Rge: S11/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.

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. 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:808746 / 43045031.000

Page 2

March 31, 2021

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: Christopher O'Kelley, P.E., Clearview Land Design, P.L.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43045031.000**

EXPIRATION DATE: **March 31, 2026**

PERMIT ISSUE DATE: **March 31, 2021**

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: La Paloma Preserve Subdivision

GRANTED TO: Mattamy Tampa/Sarasota, LLC
 Attn: Mac McCraw
 4107 Crescent Park Drive
 Riverview, FL 33578

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a stormwater management system serving a 17.2-acre residential project. The proposed activities include the construction of 104 residential lots, associated roadways and infrastructure. Wet detention pond Lake G2, will provide treatment and attenuation for runoff from the site. The project is located east of La Paloma Drive and north of Upper Creek Drive, in Hillsborough County.

OP. & MAIN. ENTITY: La Paloma Preserve Homeowners Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Hillsborough

SEC/TWP/RGE: S11/T32S/R19E

TOTAL ACRES OWNED

OR UNDER CONTROL: 36.24

PROJECT SIZE: 17.20 Acres

LAND USE: Residential

DATE APPLICATION FILED: August 06, 2020

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Lake G2	8.70	MAN-MADE WET DETENTION
	Total: 8.70	

Water Quantity/Quality Comment: Lake G2 is located north of the project site and was originally constructed as part of the Cypress Creek master stormwater management in the system. Documentation of easements and authorization to drain to Lake G2, owned by DF Cypress Creek Properties, LLC has been provided. This documentation evidences La Paloma Preserve HOA, Inc. will be responsible for the operation and maintenance of the receiving system. The Engineer-of-Record has demonstrated that Lake G2 will provide treatment for runoff from the site via wet detention. Presumptive criteria were utilized in determining the required treatment volume. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. 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)
1.20	0.00	Storage Modeling	N/A

Floodplain Comment: The proposed design will have approximately 1.20 acre-feet of isolated storage impacts. The Engineer-of-Record determined the floodplain encroachment volumes by calculating the storage volume below the top of bank and demonstrated through storage modeling that no adverse impacts will occur.

*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

No wetlands or other surface waters exist within the project area.

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. 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.
4. 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.
5. 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."
6. 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.
7. 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.
8. The Permittee has entered into a contract to purchase the property covered by this permit. Failure to transfer ownership of the project site to Permittee will render this permit null and void.
9. The Permitted Plan Set for this project includes the set received by the District on January 8, 2021.
10. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

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.firules.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**

La Paloma Preserve Subdivision

PROJECT NAME

Residential

PROJECT TYPE

Hillsborough

COUNTY

S11/T32S/R19E

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

Mattamy Tampa/Sarasota, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 808746 / 43045031.000

DATE ISSUED: March 31, 2021



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 or at the District's website at 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.

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.