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**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS**

**FOR**

**RESERVE AT CROSSING CREEK VILLAGE PHASE TWO**

APPROVED BY COUNTY CLERK \_\_\_\_\_ 6/18/13  
BOARD OF COUNTY COMMISSIONERS, MANatee COUNTY

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS****FOR****RESERVE AT CROSSING CREEK VILLAGE PHASE TWO**

CENTEX HOMES, a Nevada general partnership, the present fee title owner of the property legally described in Exhibit "A" hereto, hereinafter called "Developer", to its grantees, successors and assigns and all future owners of Parcels located in Reserve at Crossing Creek Village Phase Two, as more particularly described in Exhibit "A" attached hereto and made a part hereof, hereby makes the following Declaration of Covenants, Conditions and Restrictions.

It is the intent of the aforesaid Developer to ultimately develop the real property, as described in Exhibit "A", as a planned unit development named "Reserve at Crossing Creek Village Phase Two" consisting of eighty-eight (88) residential units. Upon recording this Declaration, the Developer hereby submits the real property described in Exhibit "A-1" to the terms and conditions of this Declaration. Developer reserves the right to amend this Declaration in order to submit additional portions of the real property described in Exhibit "A" to the terms of this Declaration. Developer shall not be obligated to submit any additional portions of the real property described in Exhibit "A" to the terms of this Declaration, nor is Developer obligated to submit them in any particular order. However, in the event Developer does not submit any additional portion of the real property described in Exhibit "A" to this Declaration, Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential units in the real property described in Exhibit "A" which is not submitted to this Declaration, the right to use the Common Area and to have the same easement rights with respect to the real property that is subjected to this Declaration. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, the Developer hereby declares that all of the real property described and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Association.

Although Reserve at Crossing Creek Village Phase Two is anticipated to have eighty-eight (88) residential dwellings, the Developer makes no representation or warranty regarding the timing of or guarantees the construction of residential dwellings or the number or types of residential dwellings which will ultimately be constructed. The Developer reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of residential dwellings that may be constructed in Reserve at Crossing Creek Village Phase Two and therefore the number of Parcels that may be subjected to this Declaration. Accordingly, the Developer reserves the right to subject additional real property to this Declaration that is not legally described in Exhibit "A". If the Developer adds and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities

to increase the maximum number of Parcels that may be conveyed, the Turnover Date set forth in Section 15 below shall be extended.

1. DEFINITIONS. The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2012) (the "Act"), unless otherwise defined below (it being the intent hereof that future amendments to Chapter 720, Florida Statutes (2012) not be retroactively applied to impair substantive rights of the Developer set forth herein):

1.1 "Assessment" shall have the meaning set forth in Section 720.301, Florida Statutes (2012).

1.2 "Architectural Reviewer" means and refers to the entity responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.3 "Association" shall mean and refer to Reserve at Crossing Creek Village Phase Two Property Owners' Association, Inc., a Florida not-for-profit corporation.

1.4 "Board of Directors" means and refers to the Board of Directors of the Association.

1.5 "Common Area" means and refers to all real property which is now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; or real property committed by this Declaration to be leased or conveyed to the Association.

1.5.1 "Common Expenses" means and refers to all expenses properly incurred by the Association in the performance of its duties.

1.6 "Developer" means and refers to Centex Homes, a Nevada general partnership. Whenever such term is used in the Governing Documents, it shall always be deemed to include any successor in interest to the Developer's development rights and obligations, provided that such is evidenced by a written instrument.

1.7 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.9 "Governing Documents" means and refers to this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Review Guidelines and the Resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.10 "Guest" or "Guests" means any person or persons physically present in, or occupying a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.11 "Institutional Mortgagee" means the mortgagee or assignee of a first mortgage against a Parcel or Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Unit.

1.12 "Lease" means the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration.

1.13 "Member" means and refers to all persons who are members of the Association as provided in the Governing Documents.

1.14 "Neighborhood" means and refers to all real property which is subject to this Declaration and includes both Common Area and Parcels. "Neighborhood" shall also have the same meaning as the term "Community" as defined in the Act.

1.15 "Reserve at Crossing Creek Village Phase Two" means and refers to and shall be the name of the Neighborhood.

1.16 "Owner" means and refers to any person or persons, entity or entities, who is or are the record owner(s) of the fee simple title to any Parcel in Reserve at Crossing Creek Village Phase Two.

1.17 "Parcel" or "Parcels" means any platted or unplatted lot, tract, condominium unit, or other discrete area of real property within Reserve at Crossing Creek Village Phase Two which is capable of separate conveyance and has been subjected to this Declaration, but shall exclude: Common Area; all property dedicated or deeded to Manatee County, Florida, the Southwest Florida Water Management District ("SWFWMD") or any other governmental authority, taxing district or a public or private utility, including, without limitation, roads, environmental buffers, landscape buffers, preservation and conservation areas and lakes. Wherever herein the term "Parcel" is used in this Declaration, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise.

1.18 "Primary Occupants" means the two (2) natural persons approved for occupancy, together with their family, in accordance with Section 12 herein.

1.19 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Common Area and procedures for administering the Association and the



Neighborhood, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.20 "Single Family Residence" means and refers to a Unit which is restricted to occupancy only by the Owner or Primary Occupants and their Family, Guests and tenants as further provided herein.

1.21 "Surface Water and Storm Water Management System" means and refers to a drainage system consisting of swales, inlets, culverts, retention ponds, ditches, water control features, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, to the extent that any such facilities, areas or conditions apply to Reserve at Crossing Creek Village Phase Two, which is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the permit issued by the SWFWMD.

1.22 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit.

1.23 "Turnover Date" shall mean the date upon which control of a majority of the seats on the Board of Directors is transferred to the Members other than the Developer as described in Section 15 herein. "Turnover" shall mean and refer to the process by which the Developer transfers control of the Board of Directors to the Members other than the Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Turnover Meeting" shall mean the meeting of the Members on the Turnover Date at which the Turnover is completed. The term "Members other than the Developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale ("Builders").

1.24 "Unit" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a residence for a Single Family.

1.25 "Wetland" means and refers to any area within Reserve at Crossing Creek Village Phase Two identified or designated as habitat for wetland species of plants and/or animals by the SWFMD or by Manatee County, Florida, or by the United States Army Corps of Engineers, or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Surface Water and Stormwater Management System or is an isolated area that is not connected to the Surface Water and Stormwater Management System.

2. COST SHARING AGREEMENT. The Neighborhood, the Association and any real property described in Exhibit "A" which is not submitted to this Declaration may in the future be benefitted and/or burdened by a cost sharing agreement with Crossing Creek Village Homeowners Association, Inc., the homeowners association that operates the residential community of Crossing Creek Village, located to the north of the Neighborhood ("Cost Sharing Agreement"). The Cost Sharing Agreement may provide, among other things, for a mutual sharing of use rights to recreation areas in the Neighborhood and Crossing Creek Village, non-

exclusive easements of ingress and egress, utilities and drainage, and sharing of expenses, on such terms as the Developer and the Crossing Creek Village Homeowners Association, Inc. may agree from time to time.

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation is attached as Exhibit "B".

3.2 Bylaws. A copy of the Bylaws is attached as Exhibit "C".

3.3 Delegation of Management. The Association may contract for the management and maintenance of the Neighborhood and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is an Owner shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Class "A". Class "A" Members shall be all those Owners as defined in Section 1, with the exception of the Class "B" Member. Class "A" Membership shall become effective upon the last to occur of the following:

(1) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Manatee County, Florida.

(2) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(3) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (2)-(3) above shall not release the Owner from the obligation to comply with the Governing Documents, but shall otherwise preclude such Owner from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

(B) Class "B". The Class "B" Member shall be the Developer or any successor to the Developer's development rights.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

3.5 Voting Interests. The Class "A" Members of the Association are entitled to one (1) vote for

each Parcel they own. The total number of Class "A" votes shall not exceed the total number of Parcels subject to this Declaration. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title. If a Parcel is owned jointly by two (2) or more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 3.5 above, unless the joinder of all Owners is specifically required.

3.7 Change of Membership. A change of membership shall be established as provided in Section 3.4 above; and the membership of the prior Owner shall thereby be automatically terminated.

3.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 Association As Owner of Parcels. The Association has the power to purchase Parcels and Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

3.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request, subject to the exclusion of information that is protected from disclosure pursuant to the Act.

3.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

3.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents.

#### 4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Assessments and Charges. Subject to the limitations on assessment liability set forth elsewhere in this Declaration, the Developer, for each Parcel within the Neighborhood, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Parcel's pro rata share of annual Assessments based on the annual budget adopted by the Association;

(B) the Parcel's pro rata share of special Assessments for Association expenditures not provided for by annual Assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Bylaws;

(D) initial capital assessments, as authorized pursuant to Section 4.8 below and as determined by the Developer ("Initial Capital Assessments"), which Initial Capital Assessments may be referred to as "initial capital contributions", "working capital" or "capital contributions" in a purchase and sale agreement or other agreement between the Developer and the purchaser of a Parcel;

(E) resale capital assessments, as authorized pursuant to Section 4.9 below ("Resale Capital Assessments").

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer and Institutional Mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused.

4.2 Share of Assessments. Except as otherwise provided as to the Developer and certain mortgagees, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all Assessments. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a certificate of occupancy has not been issued, shall pay Assessments equal to 5 percent (5%) of the Assessments which are payable by Parcels containing a Unit for which a final certificate of occupancy has been issued. All Common Area, and any property dedicated to

and accepted by any governmental authority, taxing district, SWFWMD or public or private utility shall be exempt from payment of Assessments and charges.

4.3 Developer's Guaranty of Assessments and Share for Parcels Owned By It. The Developer guarantees that until the earlier to occur of either: (a) December 31<sup>st</sup> of the year in which this Declaration is recorded; or (b) the Turnover Date, monthly Assessments (other than Initial Capital Assessments and Resale Capital Assessments) against each Owner by the Association shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The Developer reserves the right to renew the guaranty period for six (6) successive periods of up to one (1) year each, on such terms as established by the Developer, provided that no guaranty period shall extend beyond the Turnover Date. During the guaranty period, the Developer shall be excused from the payment of Assessments for Parcels it owns, and instead shall pay that portion of all Association expenses actually incurred which exceeds the amounts assessed against other Owners and other Association revenues (provided that during the Developer's guaranty period, Initial Capital Assessments and Resale Capital Assessments shall not be used to pay operating expenses). If the guaranteed monthly assessment amount set forth above does not initially include the cost of "communications services", as defined in Section 202.11, Florida Statutes, information services, internet services or electronic monitoring services obtained pursuant to bulk contract(s), and the Association subsequently enters into one (1) or more of such bulk contract(s), then the guaranteed monthly assessment for each Parcel shall increase to reflect any of such additional costs. Following the expiration of the Developer's guaranty, any Initial Capital Assessments and Resale Capital Assessments may be used to pay operating expenses. Following expiration of the Developer's guaranty, the Developer shall pay Assessments as described in Section 4.2 hereof.

4.4 Establishment of Liens. Any and all Assessments and charges levied by the Association or collected on behalf of in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, late fees, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which such Assessment(s) or charge(s) are made, and shall also be the personal obligation of the Owner of such Parcel. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments and charges, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his Parcel. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Manatee County, Florida, setting forth the description of the Parcel, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment and charge as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to the date this Declaration was recorded in the Public Records of Manatee County, Florida. However, with respect to Institutional Mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Manatee County, Florida. A Claim of Lien shall secure payment of all Assessments and charges due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.5 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid Assessments and charges shall be subordinate and inferior to the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto. The Association's

lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment and charges coming due after foreclosure or conveyance in lieu of foreclosure. When an Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage obtains title to a Parcel as a result of a foreclosure of its Institutional Mortgage in which it sues the Owner and initially joins the Association in the mortgage foreclosure action, or obtains title to a Parcel as a result of a deed in lieu of foreclosure, such Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage which acquires title shall be liable for unpaid Assessments and charges except as may be limited by the Act as it now exists and as it may be amended from time to time, plus interest, late fees, collection costs and attorneys' fees and costs incurred by the Association. Any Assessments and charges that such Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage which acquires title is not obligated to pay the Association pursuant to the Act shall be deemed to be Common Expenses collectible from Owners of all of the Parcels in the Neighborhood, including such acquirer, its successors and assigns. However, if the Association's Claim of Lien was recorded prior to the Institutional Mortgage, the Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage which obtains title shall be liable for all unpaid Assessments and charges plus interest, late fees, collection costs and attorneys' fees.

4.6 Collection of Assessments and Charges. If any Owner fails to pay any Assessment or charge, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such Assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the amount of each Assessment installment that is paid past the due date. The late fee shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed lease of the Owner's Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the manner set forth in the Act.

(D) To bring an action at law for a money judgment against the Owner without waiving its right to foreclose its lien.

4.7 Certificate. The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for Assessments a certificate in writing signed by an officer of the Association, setting forth whether said Assessments and any other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Owner.

4.8 Initial Capital Contributions. Upon the initial conveyance of title to a Parcel from the Developer, a non-refundable contribution in an amount determined by the Developer shall be made by the purchaser of such Parcel to the working capital of the Association, to be used to pay the Association's operating and other expenses following the expiration of the Developer's guaranty. Notwithstanding anything to the contrary contained in this Declaration, the Developer and its subsidiaries, affiliates, successors and assigns, shall be exempt from payment of the contributions required by this Section 4.8.

4.9 Resale Capital Assessments. Unless otherwise prohibited by FNMA, VA, HUD, FHA, FHLMC, or other similar governmental or quasi-governmental agency, a Resale Capital Assessment shall be due and payable to the Association by the transferee upon the conveyance of title to a Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Developer. Prior to the Turnover Date, the Developer shall determine the amount of the Resale Capital Assessment. Subsequent to the Turnover Date, the Board of Directors shall determine the amount of the Resale Capital Assessment for a particular calendar year. The Board of Directors may increase the Resale Capital Assessment in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous calendar year. The Resale Capital Assessment will be collected at closing and, upon payment, may be used to pay any Common Expenses following the expiration of the Developer's guaranty. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee of the Parcel. For the purposes of this Section 4.9, the term "conveyance" shall mean the transfer of title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. With the exception of the Developer, if the Owner is a corporation, limited liability company or other business entity, then the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Developer, if the Owner is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.9. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Capital Assessment: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure; and (e) to the Developer and its subsidiaries, affiliates, successors and assigns. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Capital Assessment shall be due and payable. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Developer be obligated to pay the Resale Capital Assessment.

## 5. ARCHITECTURAL AND AESTHETIC CONTROL

5.1 Necessity of Architectural Review and Approval. Except for the Developer and Builders, no Owner shall make or permit the making of any alterations or additions to his Parcel, or in any manner

change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Neighborhood, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No review or approval by the Architectural Reviewer shall imply or be deemed to constitute an opinion by the Architectural Reviewer, nor impose upon the Architectural Reviewer, the Association, the Board of Directors, the Developer, Builders, nor any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, and compliance with building code or life and safety requirements. The scope of any such review and approval by the Architectural Reviewer is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Neighborhood.

5.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Architectural Reviewer. Prior to the Turnover Date, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. The Developer shall not be required to adopt architectural guidelines and standards ("Architectural Review Guidelines") and shall have the authority to process applications in its sole discretion and procedures and in accordance with its building plans, specifications, plan of development and aesthetic requirements. Following the Turnover Date, the Association shall be the Architectural Reviewer, whether through the Board of Directors or an Architectural Review Committee. The Architectural Review Guidelines shall in no event apply to the Developer and Builders.

5.3 Powers and Duties of Architectural Reviewer. When the Association is acting as the Architectural Reviewer, the Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Review Guidelines. Any modification or amendment to the Architectural Review Guidelines shall be consistent with the provisions of this Declaration. As long as the Developer owns at least one (1) Parcel or other property in the Neighborhood, the Architectural Reviewer shall not alter the Architectural Review Guidelines, without the Developer's prior written consent, which consent may be denied in the Developer's discretion. Notice of any modification or amendment to the Architectural Review Guidelines, including a verbatim copy of such change or modification, shall be delivered to each Member; provided that the delivery of a copy of the modification or amendment to the Architectural Review Guidelines shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or placement of which is proposed upon any Parcel in the Neighborhood, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure



or improvement in accordance with this Declaration and the Architectural Review Guidelines. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel in the Neighborhood and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Property.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Architectural Control by Developer. Prior to the Turnover Date, the Developer shall act as the Architectural Reviewer. The Developer may process applications from Owners seeking approval for any alterations or additions to a Parcel, or in any manner to change the exterior appearance of any portion of a Unit, in accordance with its sole discretion and procedures and its building plans, specifications, plan of development and aesthetic requirements. In the event that an Owner makes improvements, additions or modifications without the Developer's prior approval, the Developer may enforce the terms of the Governing Documents in the same manner as granted to the Association, or may delegate enforcement of the Governing Documents to the Association.

5.5 Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of garages by the Developer and Builders for use as sales offices.

5.6 Developer and Builder Construction. The Developer reserves the right to alter the plan of development and architectural style of the Neighborhood, Parcels and Units as it deems desirable in its sole discretion. The ability of a Builder to vary the architectural style of Parcels and Units shall be subject to a contractual agreement between a Builder and the Developer.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Common Area. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks, walkways and private roads, if any, which may be contained within the Common Area for use in common with all other Owners, their tenants, guests and invitees. The Developer shall convey the Common Area to the Association by Quit Claim Deed. The Association shall be obligated to accept such conveyance subject to the terms, conditions, and restrictions set forth herein and in such Quit Claim Deed, and without any requirement of membership approval. No title insurance, title opinion or survey shall be provided to the Association by the Developer. All costs and expenses of any conveyance of any property by the Developer to the Association shall be paid for by the Association. The Developer shall not be required to formally tender or deliver a Quit Claim Deed or other instrument to the Association prior to recordation in the Public Records of Manatee County, Florida. Except as otherwise limited in the Governing Documents, the portions of the Common Area in addition to those used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Unit subject to the following:

(A) The right and duty of the Association to levy Assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Common Area and facilities thereon shall extend to the members of his Family who reside with him, and to his tenants, guests and invitees, except as otherwise provided in the Governing Documents.

THE ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY

OR THE DEED TO ANY PARCEL, THE ASSOCIATION AND ALL OWNERS RELEASE THE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

THE DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR ANY RECREATION AREAS. ANY INDIVIDUAL USING A RECREATION AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

THE DEVELOPER AND THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED, TO MAINTAIN OR SUPPORT ACTIVITIES WITHIN THE NEIGHBORHOOD DESIGNED TO MAKE THE NEIGHBORHOOD SAFER THAN IT MIGHT OTHERWISE BE. THE DEVELOPER AND THE ASSOCIATION DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE SECURITY OF THE NEIGHBORHOOD OR THE EFFECTIVENESS OF ANY SUCH ACTIVITIES. ALL OWNERS AND OCCUPANTS IN THE NEIGHBORHOOD AGREE TO SAVE AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION AGREES TO SAVE AND HOLD THE DEVELOPER HARMLESS FOR ANY LOSS OF CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE NEIGHBORHOOD.

6.2 Easements. The Developer (during any period in which the Developer has any ownership interest in the Neighborhood) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Neighborhood and to grant access easements and to relocate any existing access easements in any portion of the Neighborhood as the Developer shall deem necessary or desirable, including, without limitation, for the following purposes: the proper construction of the Neighborhood; operation and maintenance of the Neighborhood, or any portion thereof; the general health or welfare of the Owners; to carry out any provisions of the Governing Documents; and to fulfill the Developer's obligations to any governmental authority, taxing district, a public or private utility or SWFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Units. Each Parcel shall be subject to an easement in favor of all other portions of the Neighborhood for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public or private utility lines and other similar or related facilities serving other Parcels and portions of the Neighborhood. In addition, if, by reason of original construction, shifting, settlement or movement, any Unit encroaches upon the Common Area or upon any other Parcel, then an easement shall exist to the extent of that encroachment as long as the encroachment exists. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Association agree that encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist, but such

encroachments shall be to the extent permitted by the original construction, shifting, settlement or movement. The Association is granted a blanket easement over the Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Declaration. Each Parcel shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the Parcel for construction of pools or other structures. The adjoining Owner shall restore the Parcel to its previous condition following completion of such construction. Following the Turnover Date, the Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as the Developer owns a Parcel or any property located in the Neighborhood.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Common Area, except as expressly provided elsewhere herein, nor shall the Developer, or any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Unit owned on co-tenancy. The ownership of any Parcel and the ownership of the Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one (1) Parcel hold membership in the Association, except for the Developer.

6.4 Construction; Maintenance. The Developer and Builders (including their agents, designees, contractors, successors and assigns) shall have the right, in their sole discretion, to enter the Neighborhood and take all other action necessary or convenient for the purpose of completing the construction of any improvements or Units. As long as the Developer and Builders are liable under the terms of any warranty in favor of an Owner, the Developer and Builders (including their agents, designees, contractors, and their successors and assigns) shall have an easement of access to the Neighborhood and any Parcels and Units in order to make repairs, replacements and take all other action necessary or convenient for the purpose of fulfilling their obligations.

6.5 Additional Easements. The Neighborhood (including the Parcels) shall be subject to and benefited by any and all easements which are set forth in the Governing Documents or any plat or other recorded instrument encumbering all or a portion of the Neighborhood, including, without limitation, utility easements for the installation, maintenance and repair by any utility company and drainage easements. The Neighborhood (including the Parcels) shall also be subject to a public service easement for police protection, fire protection, emergency services, postal services and meter reading. The Association shall have such easements across the Neighborhood and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents.

## 7. MAINTENANCE OF COMMON AREA, PARCELS AND UNITS.

7.1 Association Maintenance. Notwithstanding that the Developer may initially retain ownership of the Common Area, the Association shall, pursuant to this Declaration, be responsible for the management, maintenance, insurance and operation of the Common Area, including, without limitation, the Surface Water and Storm Management System, except for portions to be maintained by Owners. All maintenance, repair and replacement which are the responsibility of the Association shall be a common expense, unless the Association undertakes maintenance, repair or replacement of a Parcel and Unit due to an Owner's failure to undertake the maintenance, repair or replacement.

7.2 Owner Maintenance. Owners shall maintain, repair and replace their Parcels (including, without limitation, lawns, landscaping and irrigation equipment, Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition. In addition, each Owner shall maintain, repair and replace the sidewalk and landscaping located between the boundary of such Owner's Parcel and the back-of-curb of any roadway lying adjacent to or within fifteen (15) feet of the boundary of his or her Parcel, unless the Association assumes all or part of such responsibility, and then only to the extent not assumed by the Association. Parcels that abut retention ponds or a Wetland are responsible for the maintenance of the Common Area turf from the rear of the property line to the water's edge of the retention pond or the boundary of the Wetland, as applicable. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Parcel or Unit, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its Members that his contractor is properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

7.3. Alterations and Additions to Common Area. Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as special Assessments by the Association only upon approval by a majority of the Board of Directors. The Developer's consent shall also be required until the Developer conveys the last Parcel that may be submitted to the terms of this Declaration.

7.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days' notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Unit into conformity and the expenses of doing so shall be an obligation of the Owner collectable as a special Assessment against that Parcel. The Association is granted an easement upon the Parcel and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

7.5 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Area or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Parcel, which lien may be foreclosed in the same manner as the Association's Claim of Lien.

7.6 Developer's Lien. In the event the Association fails to maintain, replace or repair as herein provided, upon thirty (30) days' notice to the Association, the Developer or its designee shall have the right, without being obligated to do so, to enter upon the Neighborhood and cause said maintenance, replacement, or repair to be made, and in such event, the Developer shall have a lien upon the Neighborhood, including

all Parcels therein, for the costs thereof, including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by the Developer in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as the Association's Claim of Lien. In the event of an emergency situation threatening the health and welfare of the residents, the Developer may immediately enter upon the Neighborhood and cause such maintenance replacements or repairs to be made forthwith and without the requirement of any prior notice thereof, and the Developer shall have an enforceable lien upon the Neighborhood as described above.

7.7 Surface Water and Stormwater Management System. The permit issued by SWFWMD as of this date is attached hereto as Exhibit "D". Copies of the permit(s) and any future SWFWMD actions shall be maintained by the Association and/or its registered agent for the Association's benefit. The Association shall maintain and operate the Surface Water Management System within the Neighborhood (except for such portions that are within each Owner's maintenance responsibility) in accordance with the permit(s) and regulations of SWFWMD and/or its successor, and shall allocate sufficient funds in its annual budget for such obligations. To the extent required by the permit(s), it shall be the Association's responsibility to successfully meet and complete all permit conditions associated with any Wetland mitigation, success criteria, maintenance and monitoring. The Association shall allocate sufficient funds in its annual budget for such mitigation, maintenance and monitoring of Wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the permit(s). Operation, maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the permit(s). SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System or in any mitigation or conservation areas under the responsibility or control of the Association. No construction activities may be conducted relative to any portion of the Surface Water Management System. 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 Surface Water Management System facilities. If the Neighborhood includes a Wetland mitigation area or a wet detention pond, 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(s) may be conducted without specific written approval from SWFWMD. Neither the Developer, the Association, nor any Owner shall take any action which modifies the Surface Water Management System in a manner which changes the flow or drainage of surface water. Any amendment which would affect the Surface Water Management System and conservation areas or easements, including the water management portions of the Common Area must have the prior approval of SWFWMD and any other governmental authority with jurisdiction. The Developer may reconfigure the size and location of the lakes, but only to the extent permitted by SWFWMD. The Developer shall have an easement over the Neighborhood for purposes of accessing the lakes and ancillary drainage facilities. The lakes shall not be available for use by Owners or the Association, nor shall they in any manner interfere with or alter the Surface Water Management System or interfere with the access rights of any entity responsible for its maintenance. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of SWFWMD, the Developer, and the Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the entities mentioned in the preceding sentence shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

The Developer may establish natural vegetative buffers between the Parcels and any jurisdictional Wetland preserve and/or conservation tract as may be required by the SWFWMD, which buffer shall not be located within the boundaries of a Parcel unless otherwise approved by the SWFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities and, if necessary, to any governmental or quasi-governmental entities with no maintenance responsibilities. All Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

It shall be the Association's responsibility to successfully meet and complete all conditions associated with annual exotic nuisance plant species maintenance and monitoring. The Association shall allocate sufficient funds as a line item in its annual budget for such maintenance and monitoring.

8. INSURANCE: The Association shall obtain and maintain adequate insurance for the Common Area (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Common Area containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Common Area, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board of Directors may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner, if obtainable at reasonable cost.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than single-family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer and Builders for offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Neighborhood who do not reside in the Neighborhood or door-to-door solicitation of occupants of the Neighborhood; and (d) the business activity is consistent with the residential character of the Neighborhood and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any

occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Neighborhood without the written consent of the Board of Directors or in accordance with the Rules and Regulations, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal proceedings. Signs which are permitted within the Neighborhood may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Neighborhood be permitted within the Neighborhood without the express written consent of the Board of Directors or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. All residents shall observe the vehicular speed limits and any rules posted on signs in the Common Area.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Common Area. No Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise stated in this Declaration and its exhibits or with respect to the Developer's reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept (except for pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Unit (if it does not have a fence or "invisible fence"), all pets must be carried or secured with a hand held leash.

9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers



and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Parking in the roadway is prohibited. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

(C) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles which may be utilized by: the Developer, Builders and their contractors and subcontractors for purposes of completing construction of the Neighborhood, Parcels and Units; the Association, its vendors and employees; and any governmental authority, taxing district, private or public utility or SWFWMD.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of the Neighborhood. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The color of the roof tile shall not be changed nor shall other roofing materials or styles be substituted. The restrictions set forth in this Section 9.8 shall not apply to the Developer or Builders.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or surface water management areas. All lawn and landscaped areas shall be kept in good and living condition.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone.

9.11 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Unit and removed from view from the street and other Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying one (1) portable, removable official United States flag or official flag of the State of Florida in a respectful manner,

or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag. The permitted flags shall not exceed 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.

9.12 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Units. Otherwise, adequate landscaping shall be installed and maintained around these facilities. The Neighborhood shall be equipped with dual water lines, one (1) of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or Units. Window or wall air conditioning units are prohibited.

9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Walls, Fences, Window Coverings and Hurricane Shutters. Except as otherwise provided in Section 9.12, no wall shall be constructed on any Parcel. Owners may install fences, subject to specifications adopted by the Architectural Reviewer. Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.

9.16 Lighting. The exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer.

9.17 Developer. As used in this Section 9, when the Association's or the Architectural Reviewer's approval is required, it shall, up to the Turnover Date, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors). After the Turnover Date, the Developer's approval shall also be required as long as the Developer owns a Parcel or other property within the Neighborhood.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

9.19 Pools. Above ground pools are prohibited.

9.20 Additional Restrictions; Exhibits. The Neighborhood, including the Common Area, Parcels and Units are subject to those restrictions set forth in the exhibits attached hereto, including, without limitation, those set forth in the Notice to Buyer attached hereto as Exhibit "G".

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors or the Board of Directors, as the case may be. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, then the Association, Developer or any Member shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

11.2 Entry by Association and/or the Developer. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Board of Directors may impose a fine or fines against an Owner for failure of the Owner, his family, guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act.

11.4 Alternative Method for Resolving Disputes with Developer. In any dispute ("Claim") between the Association, or any Owner, tenant, guest, occupant or invitee against the Developer, or its directors, officers, agents and employees, or against any directors or officers of the Association appointed by the Developer prior to the Turnover Date, mediation and then final and binding arbitration shall apply. The procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construction defect brought against the Developer by the Association, that is governed by Chapter 558 Florida Statutes, in which case the procedures set forth in subsections (A) through (E) shall be modified as described in subsection (G):

(A) Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

- (1) the nature of the Claim, including the persons involved and the Respondent's role in the claim;
- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) Claimant's proposed remedy; and
- (4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(B) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (10) days in which to submit the Claim to mediation under the auspices of a mediator certified by the applicable Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation conference, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within sixty (60) days of the Notice unless the parties agree to an extension.

(C) If the mediation results in an impasse, then either party shall have ten (10) additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (C) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(D) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs incurred.

(E) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one (1) non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(F) This Section 11.4 shall not apply to a dispute between an Owner and the Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(G) In the case of a Claim alleging a construction defect brought against the Developer by the Association that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes, and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have ten (10) days in which to submit the Claim to final and binding arbitration as described in subsections (C) through (E) above.

12. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 12.5 below):

12.1 Forms of Ownership:

(A) A Parcel may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Parcels may be permitted. If the proposed co-Owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, they shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The intent of this provision is to permit multiple Owners, but to prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one (1) such change may be made in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. A trust, corporation or other entity shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 12. No more than one (1) such change may be made in any twelve (12) month period. The Developer and Builders shall not be obligated to designate Primary Occupants.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Transfers. Prior to the conveyance or transfer of title to a Parcel or lease of a Unit, it shall be the Owner's responsibility to provide the purchaser or tenant with the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively convey or transfer title to a Parcel or any interest therein by sale or gift without notification to the Association. In addition, no Owner may effectively lease a Unit without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, he shall provide the Association with written notice as set forth in Section 12.3 herein.

### 12.3 Procedures.

#### (A) Notice to Association.

(1) Lease, Sale or Gift. An Owner intending to lease his Unit or sell or make a gift of his Parcel or any interest therein, shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to first date of occupancy pursuant to the proposed lease or the date of closing, together with a copy of the purchase and sale agreement or lease, and the name, and address of the proposed tenant, purchaser or donee and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee in the amount of up to \$100.00 for the cost of processing each application.

(2) Devise or Inheritance. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board of Directors may reasonably require. The transferee shall have no occupancy right unless approved by the Board of Directors, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board of Directors with the required notice and request reconsideration. The Association shall not have the authority to disapprove a proposed conveyance or other transfer.

(B) Within twenty (20) days of receipt of the required notice and all information requested, the Board of Directors shall approve or disapprove the lease, and shall approve the conveyance or transfer. When the conveyance, transfer or lease is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association (in recordable form for a conveyance or transfer) and delivered to the purchaser, transferee or tenant. If the Board of Directors neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a Certificate of Approval to the Owner, purchaser or transferee.

(C) Disapproval of Leases.

(1) The Board of Directors may disapprove a proposed lease only if a majority of the whole Board of Directors votes to disapprove the lease unless the authority to disapprove a lease has been delegated to an Association officer. Only the following shall be deemed to constitute good cause:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents and any other covenants and restrictions applicable to the Neighborhood;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, Owner or occupant of a Unit; or

(e) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner.

(f) The Owner is delinquent on Assessments and other sums owed to the Association at the time of application.

12.4 Leasing. Only entire Units may be leased. The minimum leasing period is ninety (90) days and no Unit may be leased more than two (2) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

12.5 Exception. The provisions of Section 12 do not require notification to the Association with respect to the acquisition of title by judicial sale, nor by an Institutional Mortgagee who acquires title through the Institutional Mortgage, whether by foreclosure or deed in lieu of foreclosure, nor by a purchaser from such Institutional Mortgagee. The Developer shall have the right to sell, lease or transfer any Parcel it owns without Association approval, and on such terms and conditions it deems to be in its best interests.

12.6 Unapproved Leases. Any lease which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board of Directors.

13. DEVELOPER'S RIGHTS AND DUTIES: Until the Developer has completed all of the contemplated improvements, has conveyed all of the Parcels in the Neighborhood, and is not leasing a Unit from an Owner, the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Developer's Use. Neither the Owners nor the Association, nor their use of the Parcels, Units, or Common Area shall unreasonably interfere with the completion of the contemplated improvements or sales of Parcels. The Developer may make any use of unsold Parcels, Units and Common Area as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices, display of signs, leasing of Units, and showing Parcels, Units and the remainder of the Neighborhood to prospective purchasers and lessees. With the prior written approval of the Developer, Builders may make any use of unsold Parcels and Units as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices, display of signs, leasing of Units, and showing Parcels, Units and the remainder of the Neighborhood to prospective purchasers and lessees. The Developer may utilize any model homes, sales offices, trailers, etc., for use in marketing developments other than Reserve at Crossing Creek Village Phase Two, regardless of whether they are located within or outside of the Neighborhood.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment (other than to a mortgagee or its successors or assigns), the assignee shall assume such rights, powers and duties, and the Developer shall be relieved of all further liability or obligation, but only to the extent of the assignment.



#### 14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30<sup>th</sup>) anniversary of the date of recordation of the Declaration (as amended to that date by the Developer or the Members as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of Voting Interests, at a duly held meeting of Members, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President or Vice President of the Association shall execute a certificate with the formalities of a deed, which shall set forth the Book and Page of the Public Records of Manatee County, Florida in which this Declaration is recorded, the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Manatee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

14.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by one-fourth (1/4) of the Voting Interests. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the Voting Interests, provided that the text of each proposed amendment has been given to the Members with notice of the meeting.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records in which the Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Manatee County, Florida.

14.5 Limitation on Amendments. As long as the Developer holds title to any Parcel or property in the Neighborhood, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Developer, which consent may be denied in the Developer's discretion. In addition, no amendment shall be effective which alters the rights and privileges of the Developer, a Builder, an Institutional Mortgagee, SWFWMD, any governmental authority, taxing district, or a public or private utility, unless such party shall first provide its written consent and joinder. Any amendment proposed to the Governing Documents which would affect the Surface Water Management System, and any other conservation or mitigation areas shall be submitted to SWFWMD for a determination of whether the

amendment necessitates a modification of the SWFWMD permit. If a modification is necessary, SWFWMD will so advise the permittee. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders holding mortgages on Parcels in the Neighborhood: hazard or fidelity insurance requirements; restoration or repair of any Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee that provides a written request to the Association to be considered an Eligible Mortgage Holder (such request to state the name and address of such holder, insurer, or guarantor and the Parcel), and such Institutional Mortgagee shall therefore become an Eligible Mortgage Holder. An Eligible Mortgage Holder will be entitled to timely written notice of: any condemnation loss or any casualty loss which affects a material portion of the Neighborhood or which affects any Parcel on which there is an Institutional Mortgage held, insured, or guaranteed by such eligible holder; any delinquency in the payment of Assessments or charges owed by an Owner of a Parcel subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days, provided, however, notwithstanding this provision, any holder of an Institutional Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Parcel of any obligation under the Governing Documents which is not cured within sixty (60) days; any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders. No amendment shall materially or adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for Assessments unless the Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of voting interests. No amendment shall convert a Parcel into Common Area or redefine a Parcel's boundaries unless the Association obtains the prior written consent and joinder, in recordable form, of that Owner and all holders of a lien against that Parcel.

14.6 Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, to the extent permitted by law, the Developer, or any entity which succeeds to its position as the Developer of the Neighborhood, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the Members or to any other entity. Annexation of additional real property and subjecting same to this Declaration, dedication of Common Area to the Association, and amendments to this Declaration requires HUD/VA approval as long as there is a Class "B" membership.

15. TURNOVER. The Members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in the Neighborhood that ultimately will be operated by the Association have been conveyed to Members. For purposes of this Section, the term "Members other than the Developer" shall not include Builders. Pursuant to Section 720.307 of the Act, the Developer shall be entitled to elect (appoint) at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Reserve at Crossing Creek Village Phase Two. The Developer may turn over control of the Board of Directors prior to the Turnover Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer and Builders to elect

Directors and assume control of the Association, provided that the Developer has provided at least thirty (30) days' notice to the Members.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by the Developer of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

16.2 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Owner other than the Developer under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address. Any notice sent to the Developer shall be sent by certified or registered mail, return receipt requested to Centex Homes, Attn: Scott Brooks, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

16.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer on the day and year set forth below.

[remainder of page intentionally left blank]

Witnesses:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, its Managing General Partner

Howes  
Witness Name: Kimberly L. Howes

By: [Signature]  
Chris Hasty  
Its: Director-Land Development, South Florida Division

Garnela S Kraft  
Witness Name: Pamela S Kraft

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2013 by Chris Hasty as Director-Land Development, South Florida Division, of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership. He is (✓) personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

(SEAL)



[Signature]  
Notary Public  
Name: T. Sias  
(Type or Print)  
My Commission Expires: 3/27/2016

## Exhibit "A" (page 1 of 2)

CROSSING CREEK VILLAGE PHASE II, Subphase A, B & C

## DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF CROSSING CREEK VILLAGE PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGE 40 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 11 AND THE WEST LINE OF CREEKWOOD PHASE TWO, SUBPHASE A & B, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 45 OF SAID PUBLIC RECORDS; THENCE S 00°44'58" E, ALONG SAID EAST LINE AND SAID WEST LINE AND THE WEST LINE OF CREEKWOOD PHASE ONE, SUBPHASE I, UNIT B-2 & UNIT B-3, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 56 OF SAID PUBLIC RECORDS, A DISTANCE OF 2030.11 FEET TO THE SOUTHEAST CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SAID SECTION 11; THENCE N 89°34'18" W, ALONG THE SOUTH LINE OF SAID N.E. 1/4 OF THE S.W. 1/4, A DISTANCE OF 1604.85 FEET TO THE SOUTHWEST CORNER OF SAID N.E. 1/4 OF THE S.W. 1/4; THENCE N 00°44'04" W, ALONG THE WEST LINE OF SAID N.E. 1/4 OF THE S.W. 1/4, A DISTANCE OF 776.95 FEET TO AN INTERSECTION WITH THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1191, PAGE 3946 OF SAID PUBLIC RECORDS; THENCE N 89°14'55" E, ALONG SAID NORTH LINE, A DISTANCE OF 782.77 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF THAT PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 793, PAGE 485 AND OFFICIAL RECORD BOOK 1014, PAGE 762 OF SAID PUBLIC RECORDS; THENCE N 00°42'26" W, ALONG SAID SOUTHERLY EXTENSION OF AND THE EAST LINE OF SAID PARCEL, A DISTANCE OF 430.42 FEET; THENCE ALONG THE EASTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1924, PAGE 7191 OF SAID PUBLIC RECORDS THE FOLLOWING TWO COURSES: (1) N 15°43'34" E, A DISTANCE OF 145.85 FEET; (2) N 00°38'33" W, A DISTANCE OF 560.60 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF SAID SUBDIVISION; THENCE EASTERLY ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING ELEVEN COURSES: (1) N 88°00'16" E, A DISTANCE OF 29.96 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 77°45'00" W, AT A DISTANCE OF 500.00 FEET; (2) SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°55'00", A DISTANCE OF 60.36 FEET; (3) N 84°40'00" E, A DISTANCE OF 50.00 FEET; (4) S 05°20'00" E, A DISTANCE OF 4.80 FEET; (5) N 77°45'00" E, A DISTANCE OF 87.00 FEET; (6) N 84°40'00" E, A DISTANCE OF 148.79 FEET; (7) S 62°00'00" E, A DISTANCE OF 84.87 FEET; (8) N 87°00'00" E, A DISTANCE OF 152.99 FEET; (9) N 25°00'00" E, A DISTANCE OF 256.10 FEET; (10) S 90°00'00" E, A DISTANCE OF 45.95 FEET; (11) S 44°30'00" E, A DISTANCE OF 104.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.83 ACRES, MORE OR LESS.

T:\Crossing Creek\crckv2.doc (bfs)

**EXHIBIT "A" (page 2 of 2)**

Any real property located within a 5-mile radius of the perimeter boundaries of the real property described in page 1 of this Exhibit "A".

**Exhibit "A-1"**

CROSSING CREEK VILLAGE PHASE II, Subphase A, B & C

## DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

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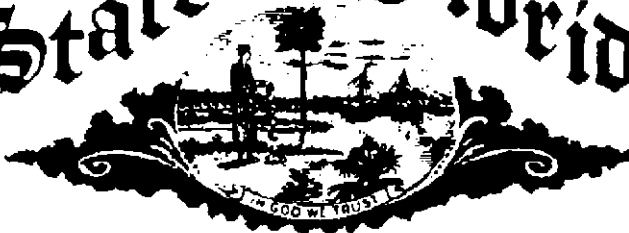
CONTAINING 49.83 ACRES, MORE OR LESS.

LIST OF EXHIBITS

Exhibit "A"	Land Subject to Submittal to Declaration
Exhibit "A-1"	Land Initially Submitted to the Declaration
Exhibit "B"	Articles of Incorporation
Exhibit "C"	Bylaws
Exhibit "D"	SWFWMD Permit
Exhibit "E"	[reserved]
Exhibit "F"	10 Year Fiscal Program
Exhibit "G"	Maintenance Program
Exhibit "H"	Notice to Buyers
Exhibit "I"	List of Holdings
Exhibit "J"	Architectural Review Guidelines
Exhibit "K"	Lot Tree Chart
Exhibit "L"	Right of Entry
Exhibit "M"	Site Plan
Exhibit "N"	Road Plan
Exhibit "O"	[Reserved]
Exhibit "P"	Second Revised Major Thoroughfares



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RESERVE AT CROSSING CREEK VILLAGE PHASE TWO PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on May 15, 2013, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H13000109461. 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 N13000004591.

Authentication Code: 413A00012316-051613-N13000004591-1/1

Exhibit "B"

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixteenth day of May, 2013



*Ken Detzner*  
Ken Detzner  
Secretary of State

H13000109461 3

**ARTICLES OF INCORPORATION  
FOR  
RESERVE AT CROSSING CREEK VILLAGE PHASE TWO  
PROPERTY OWNERS' ASSOCIATION, INC.**

H13000109461 3

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ARTICLES OF INCORPORATION  
OF  
RESERVE AT CROSSING CREEK VILLAGE PHASE TWO PROPERTY OWNERS'  
ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION**  
**RESERVE AT CROSSING CREEK VILLAGE PHASE TWO**  
**PROPERTY OWNERS' ASSOCIATION, INC.**

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act.

**ARTICLE I**

**NAME:** The name of the corporation, herein called the "Association", is Reserve at Crossing Creek Village Phase Two Property Owners' Association, Inc., and its address is c/o Centex Homes, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

**ARTICLE II**

**DEFINITIONS:** The definitions set forth in Section 720.301, Florida Statutes (2012) shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Reserve at Crossing Creek Village.

**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of a community to be known as "Reserve at Crossing Creek Village", located in Manatee County, Florida. The Association is organized and shall exist on a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a not-for-profit corporation and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate Reserve at Crossing Creek Village pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

- (A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Common Area.
- (C) To purchase insurance for the protection of the Common Area, the Association, and the Members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.
- (E) To make, amend and enforce rules and regulations as set forth in the Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Reserve at Crossing Creek Village and the Governing Documents.

(H) To contract for the management and maintenance of Reserve at Crossing Creek Village, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents to be exercised by the Association's Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Reserve at Crossing Creek Village.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class "B" membership.

#### ARTICLE IV

##### MEMBERSHIP:

(A) The Members shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Members are all owners other than the Developer. The Class "B" Member is the Developer as further provided in the Association's Bylaws.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Association's Bylaws with respect to the Class "B" Member, the owners of each Parcel, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VIIDIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Association's Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Developer, and on and following the Turnover Date, the Board of Directors shall be elected by the Members in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board of Directors. The initial Directors are as follows:

Scott Brooks  
c/o Centex Homes  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

David Kanarek  
c/o Centex Homes  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

Michael Woolery  
c/o Centex Homes  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

The initial Officers are as follows: David Kanarek - President; Michael Woolery, Vice President; and Scott Brooks - Secretary/Treasurer.

#### ARTICLE VIII

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

(A) Proposal. Subsequent to the Turnover Date, amendments to these Articles may be proposed by a majority of the Board of Directors or by a written petition to the Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Developer. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles of Incorporation shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class "B" membership.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Manatee County, Florida, with the formalities required for the execution of a deed.

#### ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:


Scott Brooks  
c/o Centex Homes  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Scott Brooks  
c/o Centex Homes  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a not-for-profit corporation to do business in the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 14<sup>th</sup> day of MAY, 2013.

  
\_\_\_\_\_  
Scott Brooks, Incorporator



**CERTIFICATE OF DESIGNATION**  
**REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

RESERVE AT CROSSING CREEK VILLAGE PHASE TWO PROPERTY OWNERS' ASSOCIATION, INC.


2. The name and address of the registered agent and office is:

Scott Brooks  
c/o Centex Homes  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

  
\_\_\_\_\_  
Scott Brooks, Secretary/Treasurer

DATE: MAY 14<sup>th</sup>, 2013

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
\_\_\_\_\_  
Scott Brooks

DATE: May 14, 2013

6840299

**BYLAWS**  
**FOR**  
**RESERVE AT CROSSING CREEK VILLAGE PHASE TWO**  
**PROPERTY OWNERS' ASSOCIATION, INC.**

**EXHIBIT "C"**

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**PROPERTY OWNERS' ASSOCIATION, INC.**

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**BYLAWS**

**RESERVE AT CROSSING CREEK VILLAGE PHASE TWO  
PROPERTY OWNERS' ASSOCIATION, INC.**

1. GENERAL: These are the Bylaws of Reserve at Crossing Creek Village Phase Two Property Owners' Association, Inc., hereinafter the "Association", a not-for-profit corporation organized under the laws of Florida for the purpose of operating the Neighborhood pursuant to the Florida Not-For-Profit Corporation Act.

1.1 Principal Office. The principal office of the Association is c/o Centex Homes, 24311 Walden Center Drive, Bonita Springs, FL 34134.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not-for-profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration and the Act shall apply to terms used in these Bylaws.

2. MEMBERS:

2.1 Qualifications. The Members shall be the record owners of legal title to the Parcels in the Neighborhood. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following:

(A) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Manatee County, Florida.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (B)-(C) above shall not release the Member from the obligation to comply with the Governing Documents, but shall otherwise preclude such Member from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interest. The Class "A" Members are entitled to one (1) vote for each Parcel they own. The total number of Class "A" votes shall not exceed the total number of Parcels subject to the Declaration. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provide that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel's vote may be cast by any one (1) of the Owners. If two (2) or more Owners do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation,

partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required.

2.4 Change of Membership. A change of membership shall be established as provided in Section 2.1 above; and the membership of the prior Owner shall thereby be automatically terminated.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

### 3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Manatee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Prior to the Turnover Date, Special Members' meetings must be held whenever called by the President or by a majority of the Directors. Subsequent to the Turnover Date, Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least twenty-five percent (25%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be sent to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver. Notice to the Members of meetings of the Board of Directors, meetings of a committee requiring notice in the same manner as meetings of the Board of Directors, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, F.S. (except as limited by the Act and these Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice

to the Association. Any such consent shall be deemed revoked if: the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term "electronic transmission" means 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 thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the Voting Interests. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. The adjournment to a date, time and place must be announced at that meeting before the adjournment is taken, or notice must be given to all Members of the date, time and place of its reconvening. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of the last Members' meeting
- (C) Reports of Officers
- (D) Reports of Committees

- (E) Unfinished Business
- (F) New Business
- (G) Adjournment

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board of Directors meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Developer. At the Turnover Meeting, and subsequently, Directors shall be elected by secret ballot (using a double envelope system) in accordance with the Act and these Bylaws. Prior to the Turnover Meeting, the Association shall solicit candidates and any eligible person may place his or her name in nomination in advance of the Turnover Meeting, in accordance with those procedures established by the Board of Directors. If the number of candidates exceeds the number of seats to be filled, an election shall be required. After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Parcel for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor are prohibited. If more than one ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. Directors shall be elected by a plurality of the votes cast by eligible voters. In the election of Directors, there shall be apurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. At the Turnover Meeting, the two (2) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining Director elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate shall serve the initial two (2) year term. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions in this Section 4.1, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Neighborhood. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.



4.2 Qualifications. Directors appointed by the Developer are not required to be Members. Directors appointed by the Developer may be the Developer's officers or employees. Directors elected by the Members must be a Member or the spouse of a Member. If a Parcel is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to serve as a Director. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a Director is ineligible for Board of Directors membership.

4.3 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason, other than recall by the membership at a Members' meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Developer shall likewise be filled by the Developer. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, or if no Director remains on the Board of Directors, the vacancy may be filled by the Members (via a special meeting of the Members) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board of Directors existing prior to the election.

4.6 Other Meetings. Meetings of the Board of Directors may be held at such time and place in Lee or Manatee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board of Directors gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board of Directors and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. Notices of all Board of Directors meetings shall be posted conspicuously in the Neighborhood for at least forty-eight (48) continuous hours in advance of each Board of Directors meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board of Directors. In the alternative to the posting requirements discussed above, notice of each Board of Directors meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak with reference to any matter that is placed on the Board of Directors meeting agenda. The Association may adopt reasonable, written rules expanding the rights of Members to speak and governing the frequency, duration,

and other manner of Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of the Act.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board of Directors, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board of Directors meetings, except for such committee meetings between the committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

## 5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President and Vice President (both of whom must be Directors), a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two (2) or more offices. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. If the Board of Directors so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association's funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the Association's funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's manager/management company.

6. FISCAL MATTERS: The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors.

6.2 Budget. The Board of Directors shall adopt a budget of Common Expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed to each Member not less than fourteen (14) days prior to that meeting. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer or another person, if any.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. Any such reserves collected may be utilized in the manner

the Board of Directors determines in its discretion, unless the reserves are specifically classified as "restricted reserves", in which case those funds and any interest thereon shall be utilized only for their intended, restricted purpose, unless the Voting Interests representing a majority of the Voting Interests present, in person or by proxy, at a meeting called for such purpose, vote to utilize "restricted reserves" for other than the intended, restricted purpose.

6.4 Assessments. Regular annual Assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board of Directors. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.5 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board of Directors approving such Assessments. Prior to the Turnover Date, the Board of Directors may not levy a special Assessment unless a majority of the Owners other than the Developer has approved the special Assessment by a majority vote at a duly called Special Members' meeting at which a quorum is present. On and subsequent to the Turnover Date, a special Assessment shall not be levied unless it is first approved by two-thirds of the Voting Interests. Provided however, membership approval shall not be required for a special Assessment that relates to the necessary maintenance, repair, insurance or replacement of Common Area, or if the special Assessment is required for the Board of Directors to comply with any law, regulation or order of any municipal, state or federal agency. An Assessment may not be levied at a Board of Directors meeting unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Neighborhood or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail or hand deliver to each Member a copy of such report or a written notice that a copy of the report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7) of the Act. If approved by a majority of the Voting Interests present at a properly called members' meeting, the Association shall prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act. If approved by a majority of the Voting Interests, the Association shall prepare or cause to be prepared a financial report that is more rigorous than otherwise required by the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Neighborhood or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Rules and Regulations regarding the use of Parcels will be considered at the meeting. Copies of such Rules and Regulations shall be furnished to each Owner. Any Rules and Regulations must be reasonably related to the promotion of health, happiness and peace of mind of the Owners and uniformly applied and enforced. Subsequent to the Turnover Date, and as long as the Developer owns a Parcel or other property in the Neighborhood, no new or amended rule shall be effective unless the Developer grants its approval in writing, which approval may be denied in the Developer's discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

8.1 Obligations Of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension Of Use Rights.

(A) Each Member and the Member's tenants, guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Governing Documents may be brought by the Association or by any Member against:

- (1) The Association;
- (2) A Member;
- (3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
- (4) Any tenants, guests, or invitees occupying a Parcel or using the Common Area.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

(B) The Association may levy reasonable fines against any Member or any Member's tenant, guest or invitee for the failure of the Owner of a Parcel or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act.

(C) The Association may suspend, for a reasonable amount of time, the right of a Member, or a Member's tenant, guest or invitee, to use the Common Area and facilities, for the failure of the Owner of the Parcel or its occupant, licensee or invitee to comply with any provision of the Governing Documents. Suspension of such use rights does not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

(D) A fine or suspension pursuant to (B) and (C) above may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and opportunity for hearing before a committee of at least three Members appointed by the Board of Directors who are not officers, Directors, or employees of

the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. If the committee, by majority vote, does not approve the fine, it may not be imposed.

(E) If a Member is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use the Common Area and facilities until the monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area use to provide access or utility services to the Parcel, and does not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (E).

(F) The Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Parcel or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (F).

(G) All suspensions imposed pursuant to subsections (E) and (F) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Owner, and, if applicable, the Parcel's occupant, licensee or invitee by mail or hand-delivery.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Subsequent to the Turnover Date, amendments to these Bylaws may be proposed by a majority of the Board of Directors or by a written petition to the Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or the Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Developer. On and subsequent to the Turnover Date, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests at any annual or special meeting, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as the Developer owns a Parcel or other property in the Neighborhood, an amendment to these Bylaws shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel or other property in the Neighborhood, no amendment shall be effective if it affects the Developer's rights or alters a provision

herein made for the Developer's benefit. Amendment of these Bylaws requires prior written approval of HUD/VA as long as there is a Class "B" membership.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

The foregoing were adopted as the first Bylaws of Reserve at Crossing Creek Village Phase Two Property Owners' Association, Inc. on this 14 day of MAY, 2013.

  
\_\_\_\_\_  
Scott Brooks, Secretary/Treasurer

6840313



# 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](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(883) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(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)

November 19, 2012

Centex Homes  
Attn: Michael Woolery  
24311 Waldon Center Drive, Suite 300  
Bonita Springs, FL 34134

**Subject: Notice of Final Agency Action for Approval  
ERP General Construction Modification**  
Project Name: Crossing Creek Village, Phase II  
App ID/Permit No: 672044 / 44005641.058  
County: MANATEE  
Sec/Twp/Rge: S11/T35S/R18E

Dear Permittee(s):

This letter constitutes notice of Final Agency Action for approval of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described in the enclosed Notice of Rights.

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

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

If you publish notice of agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the Regulation Division at the District Service Office that services this permit.

Exhibit "D"



If you have questions, please contact Bob Dasta, at the Tampa Service Office, extension 6105. For assistance with environmental concerns, please contact Cory Catts, extension 6104.

Sincerely,

Michelle K. Hopkins, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures:   Approved Permit w/Conditions Attached  
                  Statement of Completion  
                  Notice of Authorization to Commence Construction  
                  Notice of Rights  
cc:             Jeb C. Mulock, P.E., ZNS Engineering, LC

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
GENERAL CONSTRUCTION MODIFICATION  
PERMIT NO. 44005641.058**

**EXPIRATION DATE:** November 19, 2017

**PERMIT ISSUE DATE:** November 19, 2012

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40D-40, 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:** Crossing Creek Village, Phase II

**GRANTED TO:** Centex Homes  
Attn: Michael Woolery  
24311 Waldon Center Drive, Suite 300  
Bonita Springs, FL 34134

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorization is for the 0.49 acre modification of a previously authorized (ERP No. 44005641.029, Crossing Creek Village Phase 2) surface water management system serving a single-family residential subdivision. The modification includes the addition of three lots, additional ingress/egress roads, removal of the pond littoral shelves with off-setting additional permanent pool volume, and minor modification to the culvert crossing at Williams Creek. The engineer-of-record has provided calculations demonstrating that the previously authorized surface water management system will have sufficient capacity to treat and attenuate the stormwater runoff without changes to the ponds or their control structures. There is 0.01 acre-feet of additional floodplain impact which is offset by the 0.10 acre-feet excess floodplain compensation previously authorized. No adverse off-site/on-site water quantity or water quality impacts are expected. The project site is located just south of 44th Avenue East and west of Interstate 75 in Manatee County. Information regarding the wetlands is stated below and on the permitted construction drawings for the project.

**OP. & MAIN. ENTITY:** Crossing Creek Village Homeowners Association, Inc.

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** MANATEE

**SEC/TWP/RGE:** S11/T35S/R18E

**TOTAL ACRES OWNED**

**OR UNDER CONTROL:** 49.83

**PROJECT SIZE:** 0.49 Acres

**LAND USE:** Residential

**DATE APPLICATION FILED:** October 08, 2012

**AMENDED DATE:** N/A

**I. Water Quantity/Quality**

Comments: The engineer-of-record has provided calculations demonstrating that the previously authorized surface water management system will have sufficient capacity to treat and attenuate the stormwater runoff without changes to the ponds or their control structures. No adverse off-site/on-site water quantity or water quality impacts are expected.

A mixing zone is not required.

A variance is not required.

**II. 100-Year Floodplain**

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.01	0.00	Equivalent Excavation	N/A

Comments: There is 0.01 acre-feet of additional floodplain impact which is offset by the 0.10 acre-feet excess floodplain compensation previously authorized.

\*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 shall terminate, 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. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to the Regulation Department at the District Service Office that services this permit. The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered 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 professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Regulation Department at the District Service Office that services this permit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C., and signed, dated, and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. This modification, Construction Permit No. 44005641.058, amends the previously issued Construction Permit No. 44005641.029, removes Specific Condition No. 23 and adds conditions. All other original permit conditions remain in effect.
7. The Permittee shall notify the District of any sinkhole development in the surface water 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. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system.
9. The Permitted Plan Set for this project includes: the set received by the District on October 8, 2012.

**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.

**Michelle K. Hopkins, P.E.**

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Authorized Signature

## EXHIBIT A

## GENERAL CONDITIONS:

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
  - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
  - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume dis-charged from the property or into surface waters of the state.
6. 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 wellands 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.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. 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.
9. The permittee shall complete construction of all aspects of the surface water 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.
10. 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.
11. All surface water 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 .
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. 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.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. 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.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the

District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.



SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

NOTICE OF  
**AUTHORIZATION**  
TO COMMENCE CONSTRUCTION

Crossing Creek Village, Phase II

PROJECT NAME

Residential

PROJECT TYPE

MANATEE

COUNTY

S11/T35S/R18E

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

Centex Homes

PERMITTEE

APPLICATION ID/PERMIT NO: 672044 / 44005641.058

DATE ISSUED: November 19, 2012



Michelle K. Hopkins, 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 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 agency action on a consolidated application for an environmental resource permit and use of sovereignty 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 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 action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy. 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 987-6746. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

#### JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by final District action may seek judicial review of the District's final 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.

Centex Homes  
Attn: Michael Woolery  
24311 Waldon Center Drive, Suite 300  
Bonita Springs, FL 34134

Jeb C. Mulock, P.E.  
ZNS Engineering, LC  
Post Office Box 9448  
Bradenton, FL 34206



An Equal Opportunity Employer

# Southwest Florida Water Management District

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7882 (FL only)  
SUNCOM 572-8200

**Lecanto Service Office**  
Suite 225  
3600 West Sovereign Path  
Lecanto, Florida 34481-8070  
(852) 527-8131  
SUNCOM 667-3271

*c DZ Steves*  
2379 Broad ~~St~~, 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

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 577-3722 or  
1-800-320-3503 (FL only)  
SUNCOM 531-6900

**Tampa Service Office**  
7801 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)  
SUNCOM 578-2070

- Heldi B. McGree**  
Chair, Hillsborough
- Talmadge G. "Jerry" Rice**  
Vice Chair, Pasco
- Patry C. Symons**  
Secretary, DeSoto
- Judith C. Whithead**  
Treasurer, Hernando
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- Janet D. Kovach**  
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- Todd Pressman**  
Pinellas

- David L. Moore**  
Executive Director
- Gene A. Heath**  
Assistant Executive Director
- William S. Blenny**  
General Counsel

September 29, 2005

Mr. Eugene Musgrave  
6530 48th Avenue East  
Bradenton, FL 34203

**Subject: Final Agency Action Transmittal Letter**  
ERP General Construction  
Permit No.: 44005641.029  
Project Name: Crossing Creek Village Phase 2  
County: Manatee  
Sec/Twp/Rge: 11/35S/18E

Dear Mr. Musgrave:

This letter constitutes notice of Final Agency Action for approval of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statute (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

**RECEIVED**

OCT 03 2005

**ZOLLER, NAJJAR & SHROYER**

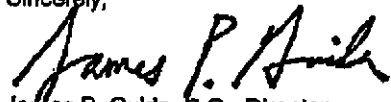
Permit No.: 44005641.029

Page 2

September 29, 2005

If you have questions concerning the permit, please contact Elizabeth Wong, P.E., at the Sarasota Service Office; extension 6506. For assistance with environmental concerns, please contact Jennifer L. Brunty, Ph.D., extension 6571.

Sincerely,



James P. Guida, P.G., Director  
Sarasota Regulation Department

JPG:ESW:JLB:bxm

Enclosures: Approved Permit w/Conditions Attached  
Approved Construction Drawings  
Statement of Completion  
Notice of Authorization to Commence Construction  
Noticing Packet (42,00-039)  
Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44005641.029

Timothy F. Mobley, Crossing Creek Village Homeowners Association

~~Michael G. ...~~

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
GENERAL CONSTRUCTION  
PERMIT NO. 44005641.029

**Expiration Date: September 29, 2010**

PERMIT ISSUE DATE: September 29, 2005

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, 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:** Crossing Creek Village Phase 2

**GRANTED TO:** Eugene Musgrave  
6530 48th Avenue East  
Bradenton, FL 34203

**ABSTRACT:** This permit authorizes the construction of a surface water management system to serve an 86-unit single-family residential subdivision, located just south of 44th Avenue East and west of Interstate 75 in Manatee County. The surface water management system has been designed to provide water quality treatment and peak attenuation storage for the development. Information regarding the surface water management facility, 100-year floodplain, and wetlands or surface waters is stated below and is contained within the permitted construction drawings for the project.

**OP. & MAINT. ENTITY:** Crossing Creek Village Homeowners Association

**COUNTY:** Manatee

**SEC/TWP/RGE:** 11/35S/18E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:** 121.20

**PROJECT SIZE:** 48.70 Acres

**LAND USE:** Single-family Residential

**DATE APPLICATION FILED:** January 5, 2005

**AMENDED DATE:** N/A



## I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
SWF-CS14	0.94	Wet Detention
SWF-CS15	0.98	Wet Detention
SWF-CS16	1.35	Wet Detention
SWF-CS17	0.81	Wet Detention
SWF-CS18	0.50	Wet Detention
SWF-CS19	1.59	Wet Detention
SWF-CS21	0.49	Wet Detention
SWF-CS22	0.57	Wet Detention
<b>TOTAL</b>	<b>7.23</b>	

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)
		NE [ ]	Depth [ N/A ]
1.78	1.88	EE [ X ]	Depth [ N/A ]
		SM [ ]	Depth [ N/A ]
		MI [ ]	Depth [ N/A ]

\*Codes [ X ] for the type or method of compensation provided are as follows:

NE = No Encroachment

EE = Equivalent Excavation to offset project filling per Section 4.4 of the District's Basis of Review;

SM = Storage Modeling hydrographs of pond and receiving stages indicate timing separation;

MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.

N/A = Not Applicable

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

Comments: The authorized construction will encroach in the 100-year floodplain of Williams Creek. This encroachment will result from the filling of approximately 1.78 acre-feet of existing floodplain and will be compensated with approximately 1.88 acre-feet of cut provided in Floodplain Compensation Area No. 1.

## III. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
Wetland K*	1.96	1.96	0.00	0.00
Wetland L	1.53	1.53	0.00	0.00
Williams Creek (Wetlands H, I and J)*	1.67	1.53	0.00	0.14
<b>TOTAL</b>	<b>5.16</b>	<b>5.02</b>	<b>0.00</b>	<b>0.14</b>

\* These wetlands extend beyond the project limits

Comments: Permanent wetland impacts to Williams Creek are for the placements of a road crossing. A 1.84 acre wetland cut pond, a 0.07 acre hydric cut ditch, and a 0.14 acre hydric cut ditch also occur within the project area. A total Functional Loss (FL) of 0.08 units was determined by the Uniform Mitigation Assessment Method (UMAM), Chapter 62-345, F.A.C. No impacts to the wetland cut pond or the hydric cut ditches are authorized by this permit.

<b>Mitigation Information:</b>					
AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
Wetland K	0.30	0.00	0.00	0.00	0.00
TOTAL	0.30	0.00	0.00	0.00	0.00
NET CHANGE	+ 0.16	OTHER MITIGATION TOTAL			0.00

Comments: The 0.30 acre mitigation area will develop into a non-forested wetland adjacent to Wetland K. The mitigation will result in a total functional gain of 0.44 units, resulting in an excess of 0.36 functional units.

Watershed Name: Manatee River

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

#### **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 shall terminate, pursuant to Section 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. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:  
  
Sarasota Regulation Department  
Southwest Florida Water Management District  
6750 Fruitville Road  
Sarasota, FL 34240-9711  
  
The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.
3. The Permittee shall retain the design engineer, or other professional engineer registered 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 professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.

5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA (MITIGATION AREA WL-K)**  
 Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.
  - a. The mitigation area can be reasonably expected to develop into a non-forested wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
  - b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "a."
  - c. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVERAGE	DOMINANT SPECIES	SUBDOMINANT SPECIES
A - Outer 2 foot edge	Groundcover	85	<i>Spartina bakeri</i>	N/A
B - Inner wetland	Groundcover	85	<i>Pontederia cordata</i>	<i>Sagittaria lancifolia</i>

<sup>1</sup> Native plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within five (5) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- d. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "a."
- e. Coverage by nuisance or exotic species does not exceed five percent.
- f. Planted herbaceous species shall be planted on three foot centers
- g. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

7. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
8. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.
9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation areas. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above.

Monitoring Data shall be collected annually.

10. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:
  - a. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;
  - b. suspending all maintenance activities in the wetland mitigation areas including, but not limited to, irrigation and addition or removal of vegetation; and
  - c. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.
12. The Permittee shall, within 30 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in

accordance with the design details in the final approved construction drawings received by the District on August 9, 2005 and information submitted in support of the application.

13. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
14. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.
15. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
16. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - wetland preservation
  - wetland buffers
  - limits of approved wetland impacts
  - construction access for Wetland K mitigation

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

17. Wetland K, L, and Williams Creek boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
18. The following language shall be included as part of the deed restrictions for each lot:
  - "No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department."
19. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, 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 Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:
  - all wetlands
  - wetland buffers
20. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Sarasota Regulation Department:
  - a. homeowners, property owners, master association or condominium association articles of incorporation, and
  - b. declaration of protective covenants, deed restrictions or declaration of condominium.

The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is

completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

21. 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 surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."
22. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.  

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
23. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Sarasota Service Office.
24. All lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Sarasota Regulation Department) as part of the deed restrictions.  

"The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Service Office, Surface Water Regulation Manager."
25. The Permittee shall notify the District at least 48 hours prior to the maximum excavation of each retention/detention pond and must notify the District upon the completion of each retention/detention pond.
26. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.
27. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.
28. Activities not specifically authorized by this permit are prohibited within the boundaries of the mitigation areas unless a permit modification is obtained for these activities. Should unauthorized activities be conducted that could adversely impact fish and wildlife, the number of credits awarded to up-front mitigation area WL-K shall be reduced accordingly. Conducting unauthorized activities within the boundaries of the mitigation area that adversely impact fish and wildlife are grounds for revoking this permit and discontinuing use of any remaining mitigation credits.
29. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance, removal of nuisance and exotic vegetation, specifically Brazilian pepper, and replanting of native vegetation.

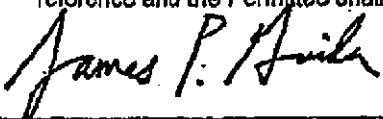
Permit No.: 44005841.029

Page No. 8

September 29, 2005

**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.



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

## EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
  - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
  - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

**ERP General Conditions**  
**Individual (Construction, Conceptual, Mitigation Banks), General,**  
**Incidental Site Activities, Minor Systems**

Page 1 of 3

41.00-023(03/04)



15. 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.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

EXHIBIT "F"

Reserve at Crossing Creek Phase II, Subphase AB & C  
10 Year Fiscal Program

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>INCOME</b>										
Assessment Income	91,460	101,260	109,660	116,300	116,800	116,800	116,800	115,900	116,800	116,000
<b>EXPENSES</b>										
<b>General &amp; Administrative</b>										
Management	480	4,060	7,660	10,560	10,560	10,560	10,560	10,560	10,560	10,560
CPA Annual Review	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Legal Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Postage/Printing	750	750	750	750	750	750	750	750	750	750
Insurance	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Licensing, Fees & Taxes	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Bad Debt	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
<b>Common Area Maintenance</b>										
Time Timming	1,500	1,500	2,000	2,500	3,000	3,000	3,000	3,000	3,000	3,000
Landscape Maintenance	34,970	34,970	34,970	34,970	34,970	34,970	34,970	34,970	34,970	34,970
Landscape Replacement	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Mulch	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Fertilization	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Lake Maintenance	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700	8,700
Wetland Maintenance (includes Nuisance & Erosion)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Species Removal & Maintenance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
<b>Common Area Utilities</b>										
Street Lights	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Recycling Integration Water	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
<b>Reserve Contributions</b>										
Wall Fence repair & replacement	560	4,760	8,960	12,320	12,320	12,320	12,320	12,320	12,320	12,320

Based on completed community of 88 units  
Assessment payment schedule to be quarterly, due at the first of each quarter.

\* The foregoing statement is only a forecast and is summary in nature. Costs may be influenced by economic factors, services requested or required by the Board of Directors of the Association and availability of labor and/or contractors. Charges shown on this disclosure are those in effect on the date of recording. All charges are subject to change in accordance with the laws, rules and regulations governing Homeowner's Associations. Each owner is responsible for property taxes and fees charged by any and all applicable governmental authorities including cities, counties, states and other special districts or quasi-municipal authorities, if any, such as Community Development Districts. The maximum annual increase in the association's dues is limited by applicable statutes.

**EXHIBIT G**

**MAINTENANCE PROGRAM  
FOR CROSSING CREEK VILLAGE PHASE II**

Centex Homes a Nevada partnership ("Developer"), is the developer of Crossing Creek Village Phase II, a subdivision as per the plat thereof that will be recorded in the Public Records of Manatee County, Florida.

It is anticipated that the budgetary information for 2013 indicates adequate funds for maintenance as well as operation of the subdivision facilities provided by Developer and designated in the proposed 2013 budget.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Covenants, Conditions, Easements and Restrictions for Crossing Creek Village recorded in Official Records Book\_\_\_\_\_, Page \_\_\_\_, Public Records of Manatee County, Florida, as amended, to which each lot is subject.

A maintenance program has been established for the operation of the subdivision facilities. The following is a schedule for the inspection and maintenance of all lands, facilities and uses constituting Common Areas under the purview of Crossing Creek Village Association, Inc., a Florida Corporation not for profit, responsible for maintenance and operation of the Common Areas.

Every 2 Years, as requested per transfer to operations, submit inspection report of the surface water management system to the Southwest Florida Water Management District (SWFWMD).

## EXHIBIT "H"

### NOTICE TO BUYERS

To the Purchasers of Lots in Crossing Creek Village Phase II, a subdivision, Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your lot is subject to:

- 1.) The Declaration of Covenants, Conditions and Restrictions for The Reserve Crossing Creek Village Phase II, a Subdivision, as amended (the "Declaration"), a copy of which is provided upon execution of your contract to purchase.
- 2.) Ownership of a lot in said Subdivision automatically makes you a member of The Reserve at Crossing Creek Village Phase II Homeowners Association, Inc., a Florida non-profit corporation, and you are subject to its Bylaws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
- 3.) Crossing Creek Village Homeowners Association, Inc., owns and has the right and power to assess and collect, as provided in its Bylaws, the costs of maintenance of the Common Property, which you have the right to enjoy, as well as other costs as provided in the Declaration, in accordance with the Declaration. A proposed budget is attached as **Exhibit "F"**.
- 4.) Landscape plantings and irrigation shall be provided at various Common Area and Landscape Buffer locations within the Subdivision, as shown on sheets LS-1 through LS-4 and IR-1 & IR-2 in the Revised Final Site Plan approved 12/13/12 for The Reserve at Crossing Creek Village, Ph II (aka Crossing Creek Village, Ph II), a Subdivision. Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of The Reserve at Crossing Creek Village, Phase II Homeowners Association, Inc. Homeowners Association, Inc., to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and plantings shall be borne as a Common Expense by the Association.
- 5.) As per the Manatee County Land Development Code, street trees are required to be planted within twenty-five (25) feet of the right-of-way and outside of public and private utility easements. Each lot within The Reserve Crossing Creek Village Phase II is required to have one (1) tree installed per roadway frontage at a minimum of ten (10) feet back of sidewalk or right-of-way line, whichever is closer. Corner lots with two (2) roadway frontages are required to have two (2) street trees planted; one (1) along each roadway. These requirements are depicted and noted on the Revised Final Site plans approved 12/13/12. In addition, a "Tree Planting Summary", which defines requirements for approved Subdivision residential lot street tree installation, is attached hereto as **Exhibit "K"**.  
  
Initial street tree planting, in conformance to this requirement, is met by Centex Homes with completion of home construction on each Lot. The Purchaser will be subject to maintenance and replacement requirements of trees as provided for in the Code.
- 6.) The location of passive parks, open space, and active recreation areas are detailed in **Exhibit "M"**.
- 7.) Braden River High School is located to the west of the property and accesses Caruso Road.

- 8.) The presence of neighboring agricultural uses, as well as the use of pesticides and herbicides and of odors and noises associated with agricultural uses.
- 9.) Several areas of The Reserve at Crossing Creek Village Phase II Homeowners Association, Inc. are located in the 100-year floodplains as defined by the Federal Emergency Management Agency (FEMA) Panel 120153 353C [7/15/92]. Specifically, Lots 124 -131, 160-161 and 147 are located in the 100-year floodplain.
- 10.) There are major thoroughfares that exist or will be constructed in the future, including the future extension of Creekwood Boulevard and 44<sup>th</sup> Avenue, which will extend over Interstate 75, are detailed in a map that is attached hereto as **Exhibit "P"**.
- 11.) There are two "rights of way" that exit the property on the western boundary to connect the public road in the community to the property to the west. These roads are or may be constructed in the future. A map depicting the locations of the "rights of way" are attached hereto as **Exhibit "N"**.
- 12.) Lots 163-168 are restricted to one story and a maximum of 26' in height, as building height is defined in the Land Development Code. Any pool cages or other screened cages shall not exceed the height of the home and shall utilize materials of a dark color such as black or bronze.
- 13.) Unless otherwise approved by EMD, native, xeriscape landscape materials shall be utilized in common areas. In addition the developer shall encourage individual homeowner's to participate in the Florida Yards and Neighborhood Program by disseminating program information to individual lot owners.
- 14.) Reclaimed water shall be used for irrigation. In-ground irrigation using Manatee County public potable water supply shall be prohibited, including on individual lots.
- 15.) Sidewalks, per the approved FSP are to be installed per the approved Final Site Plan, including all handicapped ramps per code prior to a Certificate of Occupancy.
- 16.) All Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes and the Easement Grantee, the Manatee County Land Development Code and the specific conditions of the Southwest Florida Water Management Permits issued October 20, 2004 and September 29, 2005 (Permit No. 44005641.026 and No. 44005641.029 respectively) including all subsequent modifications and extensions, and the following provisions. Prohibited Acts and Uses. Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited: (See Sketch and legal description, Schedule 1)

Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of Conservation Easement without the prior consent of Manatee County.

- (i) Constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;
- (ii) Dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- (iii) Removing, mowing, trimming or destroying trees, shrubs, or other vegetation;
- (iv) Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

- (vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- (vii) Acting upon or using the Conservation Easement in a manner detrimental to such retention of land or water areas;
- (viii) acting upon or using the Conservation Easement in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;
- (ix) constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and
- (x) Applying of herbicides, pesticides, or fertilizers.

The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any lot sales contract between Buyer and Developer.

The approved final site plan can be found in the Records Management Division of the Planning Department (Reference Final Site Plan No. PDR-02-08 / 04-S-22 (P) / FSP-04-19 (R2)).

18.) Prior to requesting a Certificate of Occupancy from the County, a Certification from the Surveyor or Engineer stating that the floor elevation and lot grading and drainage are in substantial compliance with the approved plans is required. The certification shall be submitted to the Driveway Inspection Section of the Transportation Department.

**EXHIBIT "I"**

**List of Holdings  
at  
CROSSING CREEK VILLAGE, PHASE II**

The following is a list of holdings at Crossing Creek Village, Phase II presently under construction, to be completed by the Developer to wit:

- TRACT A: Consists of a 0.06 acre (MOL) parcel of land designated as common area and includes a 10' public utility easement.
- TRACT B: Consists of a 0.05 acre (MOL) parcel of land designated as common area and includes a 10' public utility easement.
- TRACT C: Consists of a 0.17 acre (MOL) parcel of land designated as common area and includes drainage easements.
- TRACT D: Consists of a 0.14 acre (MOL) parcel of land designated as common area and includes drainage easement.
- TRACT DE1: Consists of a 1.42 acre (MOL) parcel of land designated as common area and includes drainage easements.
- TRACT DE2: Consists of a .69 acre (MOL) parcel of land designated as common area and includes drainage easements.
- TRACT DE3: Consists of a 1.99 acre (MOL) parcel of land designated as common area and includes drainage easements and 10' public utility easement.
- TRACT DE4: Consists of a 1.26 acre (MOL) parcel of land designated as common area and includes drainage easements.
- TRACT DE5: Consists of a 0.71 acre (MOL) parcel of land designated as common area and includes drainage easements.
- TRACT DE6: Consists of a 2.77 acre (MOL) parcel of land designated as common area and includes drainage easements.
- TRACT DE7: Consists of a 1.45 acre (MOL) parcel of land designated as common area and includes drainage easements and 10' public utility easement.
- TRACT CE1: Consist of a 3.51 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement.
- TRACT CE2: Consist of a 2.37 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement.
- TRACT CE3: Consists of a 1.92 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement.
- TRACT CE4: Consists of a 2.44 acre (MOL) parcel of land designated as Manatee County Conservation/Drainage Easement.
- TRACT LS1: Consists of a 0.05 acre (MOL) parcel of land designated as common area and includes 10' public utility easement.

**EXHIBIT "I"**

**List of Holdings  
at  
CROSSING CREEK VILLAGE, PHASE II  
Second Revised**

- TRACT LS2: Consists of a 0.15 acre (MOL) parcel of land designated as common area and landscape buffer.
- TRACT LS3: Consists of a 1.2 acre (MOL) parcel of land designated as common area and includes landscape buffers, 10' public utility easement and wall & wall maintenance easement.
- TRACT LS4: Consists of a 0.27 acre (MOL) parcel of land designated as common area and includes landscape buffer, wall & wall maintenance easement and 10' public utility easement.
- TRACT LS5: Consists of a 0.07 acre (MOL) parcel of land designated as common area and includes landscape buffer, wall & wall maintenance easement and 10' public utility easement.
- TRACT FC: Consists of a 0.19 acre (MOL) parcel of land designated as common area including floodplain compensation, wetland buffer and mitigation.
- TRACT FC1: Consists of a 0.53 acre (MOL) parcel of land designated as common area including floodplain compensation, wetland buffer and mitigation.
- TRACT PA: Consists of a 1.36 acre (MOL) parcel of land designated as Preservation Area and includes drainage easements.
- TRACT PE: Consists of a 0.05 acre (MOL) parcel of land designated as private pedestrian easement and 15' paved emergency access easement with a 15' automatic remote access gate with a Knox Box Lock; also includes 10' public utility easement.
- TRACT RA: Consists of a 0.64 acre (MOL) parcel of land designated as common area and recreation area as an open play field and perimeter shade trees; and includes 10' public utility easement and a 24' public drainage easement
- TRACT B1: Consists of a 0.06 acre (MOL) parcel of land designated as common area and buffer area and includes landscape buffer, 10' wall & wall maintenance easement and 10' public utility easement.
- TRACT B2: Consists of a 0.19 acre (MOL) parcel of land designated as common area and buffer area and includes 10' landscape buffer and 10' public utility easement.
- TRACT B3: Consists of a 0.44 acre (MOL) parcel of land designated as common area and buffer area and includes a 10' landscape buffer, drainage easement and 10' public utility easement.
- TRACT R1: Consists of a 0.02 acre (MOL) parcel of land designated as common area & reserved area and include 10' wall and wall maintenance easement and 10' public utility easement .
- TRACT R2: Consists of a 0.11 acre (MOL) parcel of land designated as common area & reserved area and includes a 10' wall & wall maintenance easement, 20' landscape buffer and 10' public utility easement.
- TRACT R3: Consists of a 0.20 acre (MOL) parcel of land designated as common area & reserved area and includes a 10' wall & wall maintenance easement, 20' landscape buffer and 10' public utility easement.



**EXHIBIT "J"**  
**ARCHITECTURAL REVIEW GUIDELINES**  
**RESERVE AT CROSSING CREEK VILLAGE PHASE TWO**

- 1) **Exterior Color Plan** - The Architectural Reviewer shall have final approval of all exterior color plans and each owner must submit color selection to the Architectural Reviewer prior to commencing. This applies to color of roof, walls, trim, driveways, walkways, etc. The Architectural Reviewer shall consider the extent to which the color plan submitted is consistent with homes in the surrounding area.
- 2) **Fences** - Fences must comply with specifications adopted by the Architectural Reviewer.
- 3) **Signs** - To advertise a unit for sale or rent - one sign only displayed in the front yard will be considered for approval by the Board of Directors. Signs are not allowed at main entryways, corners, and main collector roads or in County/City rights of way. The Association may prescribe the size, color, lettering, materials location and other requirements for use as for sale or for rent signs.
- 4) **Play Structures** - Structures must be in back yard. Must use plant material to buffer from view of adjacent neighbors.
- 5) **Landscaping** - The Architectural Review must approve landscaping changes.
- 6) **Swimming Pools** - Any swimming pool to be constructed shall be subject to the requirements of the Architectural Reviewer, which includes, but are not limited to, the following:
  - a) Composition to be of material thoroughly tested and accepted by the industry for such construction;
  - b) No screening of pool area may extend beyond a line extended and aligned with the sidewalks of the dwelling;
  - c) Pool screening may not be visible from the street in front of the dwelling;
  - d) Any lighting shall be designed so as to buffer the surrounding residences from the lighting;
  - e) Pool equipment must be buffered from view by the use of plant material; and
  - f) The pool cage structure must be bronze or a dark color and may not exceed 2 stories in height.
  - g) Above ground pools are prohibited.
- 7) **Air Conditioners** - No window or wall air conditioner units shall be allowed.

- 8) **Mailboxes** - The Association may designate a standard mailbox by size, type, color and design. Individual changes are not allowed. Mailbox maintenance shall be the responsibility of the unit owner.
- 9) **Satellite Dishes and Antennas**—
- a) Size: Satellite dishes and antennas must comply with Section 9.11 of the Declaration of Covenants.
  - b) Maintenance: Owners shall not permit their satellite dishes or antennas to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance and repair. Owners shall be responsible for repainting or replacement if the exterior surface of satellite dishes and antennas deteriorate.
  - c) Safety: Satellite dishes shall be installed and secured in a manner that complies with all applicable codes, including hurricane and windstorm, safety ordinances, city and state laws and regulations and in accordance with manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit. All contractors responsible for installation shall be licensed and insured. Unless the above-cited codes, safety ordinances, laws and regulations require a greater separation, satellite dishes shall not be placed within two feet of electrical power lines (above ground or buried) and in no event shall satellite dishes be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines. In order to prevent electrical and fire damage, satellite dishes shall be permanently and effectively grounded.
  - d) Appearance: Satellite dishes must be painted to match the color of the structure to which it is installed as long as paint does not impair or degrade the quality of the signal beyond acceptable standards. Satellite dishes may not obstruct a driver's view of an intersection or street.
  - e) Number: No more than one satellite dish of each provider may be installed by an owner.
  - f) Notice: Any owner desiring to install a satellite dish must complete a notification form and submit to the Architectural Review Board. If the installation conforms to all of the above rules and regulations, the installation may begin immediately upon approval. If the installation is other than routine for any reason, owners and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods. Non-owner tenants may install satellite dishes on a lot with written permission of the

homeowner/landlord. A copy of this permission must be furnished with the notification statement.

**This listing is not intended to be all inclusive. These Architectural Review Guidelines are intended to supplement the Declaration of Covenants, Conditions and Restrictions**

Exhibit "K"

Page 1 of 1

LOT TREE CHART (STREET TREES & SUPPLEMENTAL TREES - TOTAL)

CROSSING CREEK VILLAGE PHASE II

Revised 12-19-2012

TABLE I			
LOT #	2.5"	3"	4"
111	0	1	0
112	0	1	0
113	0	1	0
114	0	1	0
115	0	1	0
116	0	1	0
117	0	1	0
118	0	1	0
119	0	2	0
120	0	1	0
121	0	1	0
122	0	1	0
123	0	1	0
124	0	1	0
125	0	1	0
126	0	1	0
127	0	1	0
128	0	1	0
129	0	1	0
130	0	1	0
131	0	1	0
132	0	2	0
133	0	1	0
134	0	1	0
135	0	1	0
136	0	1	0
137	0	1	0
138	0	1	0
139	0	2	0
140	0	1	0
141	0	1	0
142	0	1	0
143	0	1	0
144	0	1	0
145	0	1	0
146	0	1	0
147	0	1	0
148	0	1	0
149	0	1	0
150	0	1	0
151	0	1	0
152	0	1	0
153	0	1	0
154	0	2	0
<b>TOTAL</b>	<b>0</b>	<b>48</b>	<b>0</b>

TABLE II			
LOT #	2.5"	3"	4"
155	0	2	0
156	0	1	0
157	0	1	0
158	0	1	0
159	0	1	0
160	0	1	0
161	0	1	0
162	0	1	0
163	0	1	0
164	0	1	0
165	0	2	0
166	0	2	0
167	0	1	0
168	0	1	0
169	0	1	0
170	0	1	0
171	0	1	0
172	0	1	0
173	0	1	0
174	0	1	0
175	0	1	0
176	0	1	0
177	0	1	0
178	0	1	0
179	0	2	0
180	0	1	0
181	0	1	0
182	0	1	0
183	0	2	0
184	0	1	0
185	0	1	0
186	0	1	0
187	0	1	0
188	0	1	0
189	0	2	0
190	0	1	0
191	0	1	0
192	0	1	0
193	0	2	0
194	0	1	0
195	0	1	0
196	0	1	0
197	0	1	0
198	0	1	0
<b>TOTAL</b>	<b>0</b>	<b>51</b>	<b>0</b>

\*Proposed trees may utilize Live Oak, Slash Pine, Magnolia, Holly, Elm or Red Cedar at the same caliper listed above. Trees must be at minimum Florida No. 1 grade.

	PALM	2.5" CAL	3" CAL	4" CAL
COMMON AREA TOTAL	24	96	10	137
LOT TABLE I TOTAL	0	0	48	0
LOT TABLE II TOTAL	0	0	51	0
<b>PHASE II TOTAL</b>	<b>24</b>	<b>96</b>	<b>109</b>	<b>137</b>

## EXHIBIT "L"

### RIGHT OF ENTRY

and

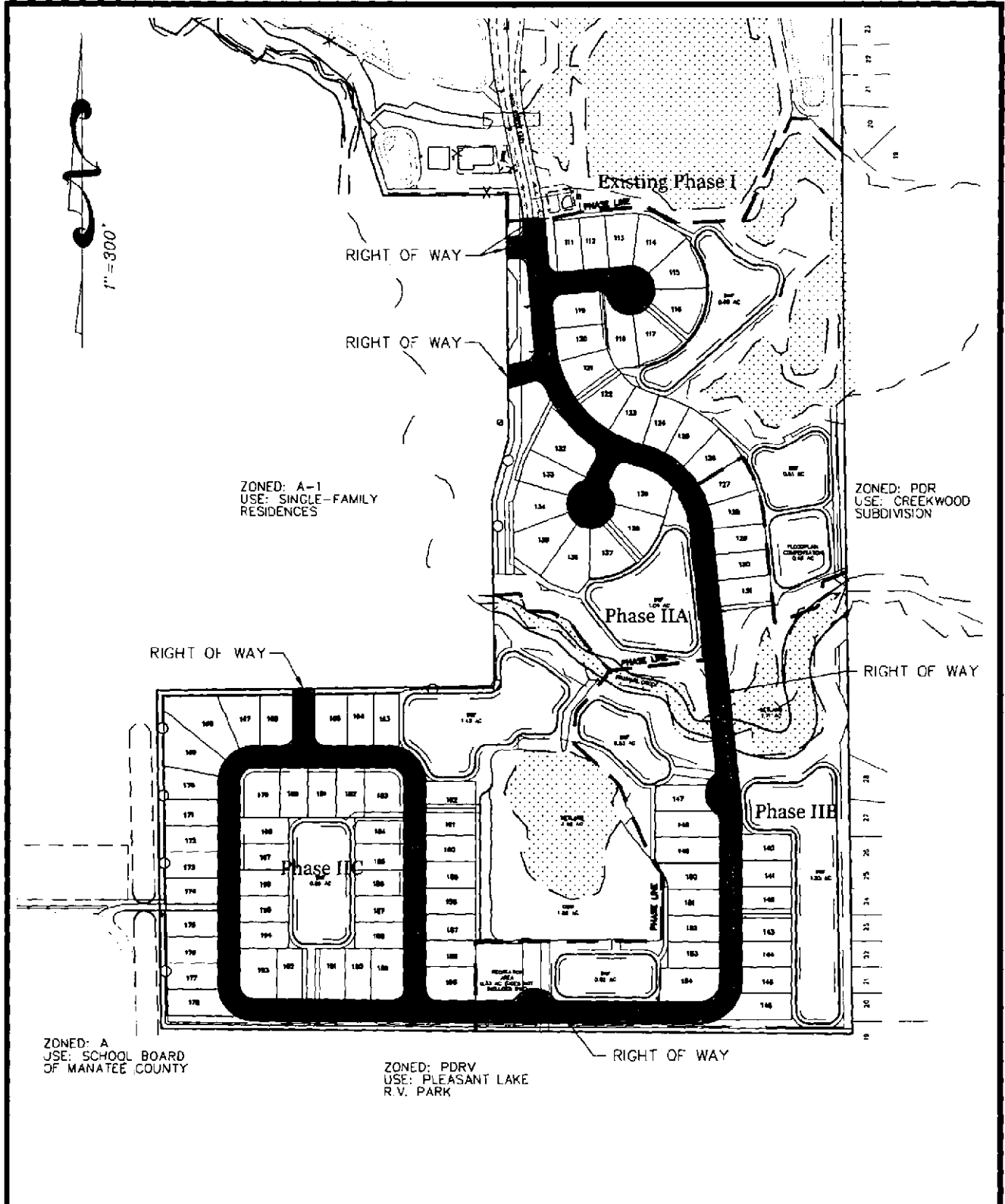
### COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards, Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for CROSSING CREEK VILLAGE, PH II SUBDIVISION.

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
  - II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
  - III. **Disturbance of Common Areas.** No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
  - IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
  - V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
  - VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.
- *The EXHIBIT label is used when this notice is referred to in the Covenants, Conditions, and Restrictions and attached to that document. If that's not the case, this notice must be separately notarized and recorded.*

Updated 12/27/99





Wed, 30 Jan 2013 - 1:15pm

V:\acad\CROSSING CREEK VILLAGE PHASE II (PULTE) (43187)\ENG\EXHIBITS\RCC-Exhibit-N.dwg

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EXHIBIT N  
104  
CROSSING CREEK VILLAGE - PHASE II

LOCATED IN  
SECTION 11, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

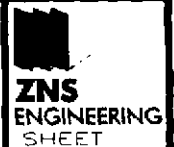
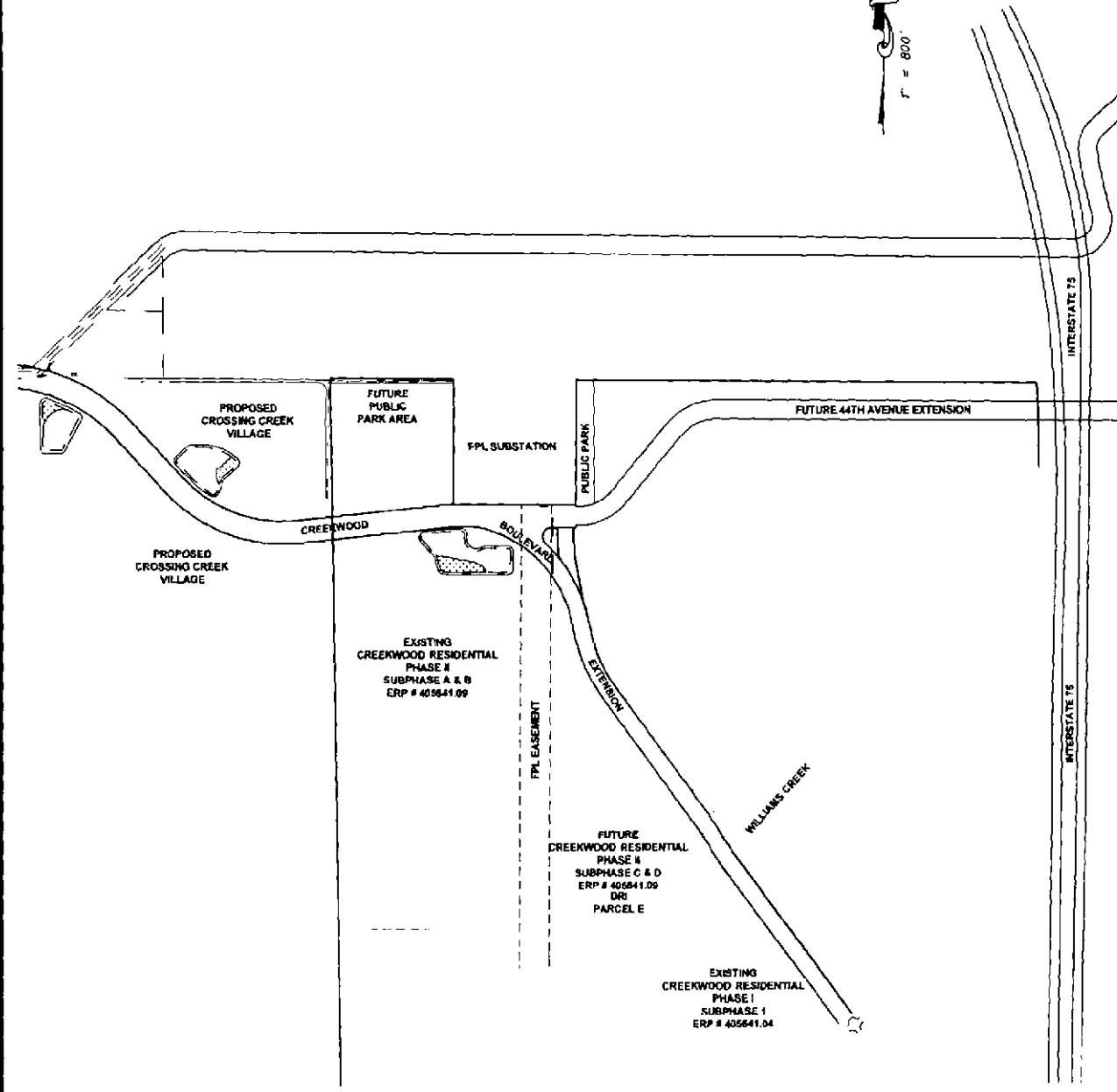


EXHIBIT "P"  
 SECOND REVISED  
 MAJOR THOROUGHFARES



Wed, 30 Jan 2013 - 1:16pm  
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 (LAND IN)  
 SECTION 11, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
 MANATEE COUNTY, FLORIDA

