
**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
NARCOOSSEE RESERVE**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR NARCOOSSEE ("Declaration") is made effective as of this ____ day of _____, 20__ ("Effective Date"), by MID FLORIDA ACRES, LLC, a Florida limited liability company ("Declarant"), whose address is 11247 Bridge house rd. Windermere Florida 34786.

RECITALS

A. Declarant owns the real property located in Osceola County, Florida and described on the attached **Exhibit "A"** ("Property").

B. Declarant has established the NARCOOSSEE RESERVE Property Owners' Association, Inc., a Florida not-for-profit corporation (the "Association"), to maintain the storm water management facilities located at the Development (as hereinafter defined), and Declarant desires to set forth the duties and obligations of Owners (as hereinafter defined) and the Association for such maintenance.

C. Declarant has further established this Declaration to provide for certain easements, covenants, restrictions, duties and obligations with respect to the Property, which shall be binding upon and shall be for the benefit of the Declarant, and their respective successors and assigns and shall run with the title to the Development, all as more fully set forth in this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, used, occupied and developed subject to the easements, covenants, conditions, restrictions, and limitations set forth herein, all of which shall run with the title to the Property and shall bind all parties having or acquiring any right, title or interest in the Property and shall be for the benefit of the Declarant and the successors and assigns of the Declarant.

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference.

2. **Definitions.** Unless the context otherwise specifies or requires, the terms defined below shall have the meanings specified:

"Applicable Laws" shall mean all federal, state, county and local laws, ordinances, rules and regulations, including building, zoning and land use laws, ordinances, rules and regulations, specifically including, the Osceola County Land Development Code, which are applicable to the Property.

“Applicable Governmental Authorities” shall mean the federal, state, county, local and administrative governmental entities, authorities and agencies having jurisdiction over the Property.

“Articles of Incorporation” shall mean the articles of incorporation of the Association which have been filed with the Florida Department of State, a certified copy of which is attached to this Declaration as **Exhibit “B”**, and all amendments thereto.

“Association” shall mean and refer to NARCOOSSEE RESERVE Property Owners’ Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

“Building” or “Buildings” shall mean the principal structure or structures located on the Property.

“Bylaws” shall mean the bylaws of the Association in the form attached hereto as **Exhibit “C”**, and all amendments thereto.

“Common Area” shall mean those areas of the Property used in common by the Owners and Occupants, including the SWMS, and any other areas of the Property which are intended to be used and available for use by the Owners and Occupants in common with the other Owners and Occupants.

“Common Driveway” or “Common Driveways” shall mean the driveway(s) and driving surface(s) hereafter constructed on the Lots by any Owner and intended to be utilized as driveways for the benefit of automobile traffic and roadways serving one or more Parcels.

“Common Expense” or “Common Expenses” shall mean, collectively, all of the expenses of operating, maintaining, repairing and replacing the SWMS (except to the extent Drainage Facilities are to be operated, maintained, repaired and replaced by an individual Parcel Owner), all of the expenses of operating maintaining, repairing and replacing the Common Area, and all of the expenses of operating maintaining, repairing and replacing any Buildings or Improvements constructed by the Declarant or the Association on or within the Common Area.

“Common Roads” shall mean the driveways and driving surfaces hereafter constructed on the Property as identified on the Plat and intended to be utilized as driveways for the benefit of automobile traffic and roadways serving the Development.

“Declarant” shall mean MID FLORIDA ACRES, LLC, a Florida limited liability company, its successors and assigns, including any party whom Declarant designates by means of a notice recorded in the Public Records of Osceola County, Florida as the party who, from and after the date such notice is recorded, will perform the Declarant’s functions under this Declaration and have all of the rights and duties of the Declarant as set forth in this Declaration.

“Declaration” shall mean this Declaration of Easements, Covenants and Restrictions for NARCOOSSEE RESERVE, as amended from time to time.

“Development” shall mean the development now existing or to be hereafter constructed on the Property, including all Improvements now existing or hereafter constructed on the Property.

“District” shall mean South Florida Water Management District.

“Drainage Easements” shall mean the perpetual non-exclusive easements for storm water drainage running over, under and through the Drainage Facilities into the Retention Ponds to be constructed within the boundaries of the Property and to be granted by the Declarant and other Owners in connection with the construction of the Development, as set forth in the plans for construction of the Drainage Facilities and the Retention Ponds.

“Drainage Facilities” shall mean all fixtures, structures and equipment, including inlets, ditches, swales, culverts, water control structures, pipes and other drainage structures which are a part of the SWMS.

“Dry Retention” shall mean those areas designated on the Plat as dry retention areas.

“Effective Date” shall mean the date specified at the beginning of this Declaration.

“Improvement” or “Improvements” shall include Buildings, outbuildings, roads, driveways, parking areas, fences, screen walls and various, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior lighting, signs, loading areas, propane and other tanks, utility improvements and all other structures and/or equipment or landscaping improvements of every type and kind.

“Interest” shall mean interest at the rate of eighteen percent (18%) per annum from the date an obligation is due until paid.

“Lessee” means the holder of any leasehold interest in all or any portion of the Property.

“Licensee” means any person or entity having any right relative to any portion of the Property pursuant to an agreement or covenant duly granted by the Owner of that portion of the Property.

“Lift Station” or “Lift Stations” shall mean the lift station and related Improvements constructed by Declarant within the Common Area.

“Lot” or “parcel” shall mean each separate lot or parcel of land into which the Property is divided by a separate conveyance to an Owner by Declarant and which is owned or ground leased by a separate Owner. No further subdivision of the Property by an Owner into additional Parcels shall be permitted without the prior written consent and approval of Declarant, which consent and approval Declarant may withhold or grant in Declarant’s sole and exclusive discretion. Any Lot which is subdivided shall continue to be subject to and governed by the terms and conditions of this Declaration.

“Member” shall mean every person or entity who holds membership in the Association.

“Mortgage” shall mean, with respect to any portion of the Property, a duly recorded mortgage or other instrument which creates a lien on the portion of the Property it purports to describe.

“Mortgagee” shall mean, with respect to any Mortgage on any portion of the Property, the holder of record of the security interest under such Mortgage.

“Occupant” or “Occupants” shall mean any Person which occupies, purchases, leases, rents or is otherwise licensed or regularly entitled to occupy and/or use the Property and/or any Improvements on the Property, as well as such Persons, heirs, assigns and successors in interest.

“Owner” or “Owners” shall mean any Person (including Declarant) which owns fee simple title to the Property or any portion of the Property; provided, however, that a Mortgagee shall not be deemed an Owner.

“Permits” shall mean any and all governmental permits and approvals associated with the Property, including, without limitation, the environmental resource permits issued by the District and by Osceola County.

“Permitted Use” shall mean any of the uses which are permitted under the provisions of this Declaration.

“Person” shall mean any person, firm, trust, partnership, corporation, limited liability company or other legal entity, including any Owner and the Association.

“Plat” shall mean the plat of the Property to be recorded in the Public Records and identified as ‘NARCOOSSEE RESERVE’.

“Sanitary Sewer and Potable Water Systems” shall mean all aspects of the sanitary sewer and potable water systems constructed within the Property by Declarant in connection with the Development to serve the Buildings and Improvements to be constructed within the Development and used by Occupants.

“Property” shall mean the land described on the attached **Exhibit “A”**.

“Property User” means the officers, employees, agents, independent contractors, customers, visitors, business guests, invitees, guests and suppliers of an Owner, Occupant, Lessee or Licensee.

“Proportionate Share” shall mean, with respect to each Lot, the percentage arrived at by dividing the number of square feet contained within the particular Lot, by the total number of acres contained within the entire Development (the Property), less and except the Common Area, as further described on **Exhibit “E”** attached hereto and made a part hereof.

“Public Records” means the Public Records of Osceola County, Florida.

“Retention Ponds” shall mean the retention and detention ponds to be constructed by Declarant and located within the Common Area including but not limited to the Wet Retention and Dry Retention.

“Shared Expense” or “Shared Expenses” shall mean, collectively, all of the expenses of operating, maintaining, repairing and replacing the SWMS (except to the extent Drainage Facilities are to be operated, maintained, repaired and replaced by an individual Lot Owner), and the expenses of maintaining, repairing and replacing the landscaping of the Common Roads in and adjoining NARCOOSEE RESERVE..

“SWMS” shall mean the surface water management system and stormwater management system for the Property, including the Drainage Facilities, the Retention Ponds, the Drainage Easements, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, as permitted by the Applicable Governmental Authorities.

“Utilities” (“Utility”) shall include service for sanitary sewer, water, electric, telephone, cable and other communication media and other services provided by public or private entities that are in the nature of a public utility, except as specifically excluded from this definition. For purposes of this Declaration, Utilities excludes service for drainage, irrigation, or storm water.

“Utility Lines” shall mean the lines installed by the suppliers of the Utilities including, without limitation, potable water lines, electric lines, gas lines, cable television lines, telephone liens and sanitary sewer lines.

“Wet Retention” shall mean those areas designated on the Plat as wet retention areas.

3. Purpose. The purpose of this Declaration is to establish certain easements which are intended to benefit the Property, certain covenants with respect to the development of the Property, the creation of the SWMS, certain restrictions and obligations with respect to contributions for payment of the costs of the operation, maintenance and repair of the SWMS.

4. Regulations of Uses.

4.1 [Permitted Uses. Unless specifically permitted herein, or by Applicable Laws, any land uses may be permitted for the Property, as long as such uses are in accordance with, and are permitted uses under, the Osceola County Land Development Code classifications for the Property.]

4.2 Approval of Construction. Declarant reserves the right to approve the construction and alteration of all Improvements on the Property, which approval will not be unreasonably withheld, conditioned or delayed. All construction shall be aesthetically compatible and consistent with the design of the Development as determined by the Declarant within the Declarant’s sole and absolute discretion. Prior to commencement of construction of any Improvement, the Owner of the Lot shall submit plans and specifications to the Declarant in such

detail as Declarant shall reasonably require including but not limited to: (a.) engineered site plans; (b.) building plans ready for permit submittal; (c.) landscape plans; (d.) samples of proposed construction materials and paint colors; and (e.) signage plans. No construction of any Improvement shall commence until the Declarant has reviewed and approved the foregoing plans and specifications. Owners acknowledge that Declarant will not review the plans and specifications for functionality, safety, compliance with Applicable Laws, requirements of Applicable Governmental Authorities, or otherwise, and that Owners may not rely on any Declarant approval of plans and specifications with respect to any such matters. Provided that the Owner has a dated receipt of plans and specifications from Declarant, a failure of Declarant to approve or comment on any plans and specifications submitted to Declarant within a period of thirty (30) days after submittal of all items requested by Declarant shall be deemed a waiver by Declarant of Declarant's right to approve in advance the plans and specifications for the Improvements to be constructed by the Owner of the Lot as set forth on the plans and specifications. Declarant reserves the right to delegate or assign Declarant's rights of approval pursuant to this Paragraph 4.2.

5. Improvements.

5.1 Compliance. In connection with the construction, operation, maintenance, repair and replacement of all Improvements on the Property, the Owner and Occupant shall be responsible for obtaining all Permits and approvals from Applicable Governmental Authorities and compliance with all Applicable Laws.

5.2 Signs. No exterior signs shall be permitted on the Property unless installed, operated, maintained, repaired and replaced in accordance with Applicable Laws and, to the extent required by Applicable Laws, such signs are approved by Applicable Governmental Authorities.

5.3 Parking Areas. The Owner(s) of each Lot shall provide the number of parking spaces on such Lot as required by Applicable Laws. Declarant may, but shall not be required to, provide parking spaces along the Common Roads. All parking surfaces shall be maintained in good condition and repair and free of litter.

5.4 Maintenance. All Improvements on the Property, including, without limitation, all walks, driveways, parking areas, landscaping and the exterior of all Buildings on the Property, shall be maintained by the Owner and/or Occupant of the applicable Lot in good order, repair and condition. All Improvements on the Common Area, including, without limitation, all walks, driveways, parking areas, landscaping on the Common Area, shall be maintained by the Association in good order, repair and condition. All exterior painted surfaces shall be maintained in a first-class condition and shall be repaired periodically. In the event of any damage to any Improvements, including Buildings, structures, landscaping and paved areas, the same shall be repaired or reconstructed in accordance with previously approved plans and specifications therefor and in as expeditiously a manner as possible so as not to leave any Improvement in an unsightly condition or state of repair.

5.5 Buildings. All Buildings and Improvements planned to be constructed on any Lot shall be in accordance with plans and specifications approved and permitted by Applicable Governmental Authorities and approved by the Declarant, and after completion of construction,

shall be maintained by the Owner and/or Occupant in accordance with the requirements of this Declaration and Applicable Laws. All piping, air conditioning, fire sprinkler, water conditioning, heating, mechanical, electrical and communication facilities shall be screened so that they are not unsightly when the Improvements are viewed from any public street.

5.6 Temporary Improvements. No temporary buildings or other improvements of a temporary nature, including, without limitation, trailers, tents and shacks, shall be permitted on any Lot, except that temporary improvements used solely in connection with the construction of permanent Improvements shall be permitted. Temporary overhead electric lines for construction purposes shall be permissible only during construction.

5.7 Dumpster Screening. Each dumpster placed on any Lot shall be screened (including a gate if visible from a public street) and shall meet the requirements of Applicable Laws and Applicable Governmental Authorities.

5.8 Utilities and Sanitary Sewer and Potable Water Systems. Declarant shall install, place and construct the Utilities, Utility Lines and the Sanitary Sewer and Potable Water Systems, as may be depicted on the Plat and shown on the plans for the Development on file with the Applicable Governmental Authorities, which shall be dedicated to the public in the manner as determined and required by the Applicable Governmental Authorities. Such Applicable Governmental Authorities shall be responsible for operating, repairing, maintaining, rebuilding, replacing, relocating and removing the Utilities, Utility Lines and Sanitary Sewer and Potable Water Systems as determined by the Applicable Governmental Authorities to which the Utilities, Utility Lines and Sanitary Sewer and Potable Water Systems are so dedicated.

5.9 Common Roads. Declarant shall install, place and construct the Common Roads, as may be depicted on the Plat and shown on the plans for the Development on file with the Applicable Governmental Authorities, which shall be dedicated to the public in the manner as required by the Applicable Governmental Authorities. The Applicable Governmental Authorities shall be responsible for operating, repairing, maintaining, rebuilding, replacing, relocating and removing the Common Roads as determined by the Applicable Governmental Authorities.

6. Easement for Ingress and Egress.

6.1 Declarant's Easement. Declarant hereby reserves a perpetual, non-exclusive easement, appurtenant to the Property, for the use and benefit of Declarant, its Lessees, Licensees, Occupants, and Property Users for the purpose of vehicular and pedestrian ingress and egress over the Common Area, as such areas shall from time to time be developed, constructed, altered or modified.

6.2 Driveway Easement. Declarant hereby grants and conveys to the Owners, a perpetual, non-exclusive easement, appurtenant to each Owner's respective Parcel, as applicable, for the use and benefit of each such Owner, its Lessees, Licensees, Occupants, and Property Users, for the purpose of vehicular and pedestrian ingress and egress, to and from the Parcels, as applicable, over, upon and across the Common Area, as such areas shall from time to time be developed, constructed, altered or modified. Access points to allow for ingress and egress between the Owners' respective Parcels and Development entrances shall be installed as shown on the plans

for the Development on file with the Applicable Governmental Authorities. The easements reserved and granted in Sections 6.1 above, and this Section 6.2 are sometimes hereinafter collectively referred to as the "Access Easements."

6.3 Limited Use of Easements. The use of the Access Easements are limited to the purposes stated within Sections 6.1 and 6.2 above. No Owner, Lessee, Licensee, Occupant, or otherwise, shall use or permit use of the Access Easements in any way that may create a dangerous condition or create any interference with the current or future use of the Property.

6.4 Interference with Use. The location of the Access Easements shall not interfere with the use of a Parcel by any Occupant.

6.5 No Parking or Standing. The Access Easements are not intended to be, and shall not be construed as, easements for vehicular parking or standing and the granting of these nonexclusive easements shall not be used, or in any way relied upon, by any party for meeting regulatory parking ratio requirements. The Owners shall use their best efforts to require their respective Lessees, Licensees, Occupants, and Property Users not to litter or otherwise degrade the quality and environment of the Access Easements.

6.6 Common Driveways. Common Driveways may be constructed on the Property by the Owners of each Parcel. Common Driveways shall be maintained, repaired and replaced by the respective Owner(s) of each Parcel on which any such Common Driveways are located in accordance with the provisions of Applicable Laws and this Declaration so that the Common Driveways are maintained in a good, clean, safe, debris-free surface, free of hazards, blockage or other conditions detrimental to their free and uninterrupted use for vehicular travel and to the extent necessary, pedestrian use. The Common Driveways shall be kept open and free from obstructions at all times and there shall be no barriers in or on the Common Driveways. However, without the consent, approval and dedication of the Owner on whose Parcel such Common Driveways are constructed, such Common Driveways shall remain private driveways and may only be used by other Owners, Occupants and business invitees thereof as set forth in this Declaration, intended to be benefited by such Common Driveways. In addition, each Owner on whose Parcel a Common Driveway is constructed shall have the right to remove such Common Driveway and relocate the Common Driveway from time to time, without the consent or approval of any other Owner or Mortgagee, except for the Owner of any other Parcel intended to be benefited by the applicable Common Driveway and the Association.

7. Easement for Utilities: Declarant hereby reserves a perpetual, non-exclusive easement, appurtenant to the Property, for the use and benefit of Declarant, its Lessees, Licensees, Occupants and Applicable Governmental Authorities on, under and through the Parcels, for the purpose of installing, placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing, subject to applicable Laws and this Declaration, the Utilities, Utility Lines and all necessary fixtures and equipment related thereto. No trees, permanent Buildings or other Improvements shall be placed in or allowed to encroach upon any installed utility lines and related fixtures or equipment and no change of grade elevation or excavation shall be made thereon without Declarant's prior written approval. The location of the Utilities is depicted plans for the Development on file with the Applicable Governmental Authorities.

7.1.1. Easements on the Property. Declarant hereby grants and conveys to the Owners, a perpetual, non-exclusive easement appurtenant to the Owners' respective Parcel, as applicable, for the use and benefit of each such Owner, its Lessees, Licensees, and Occupants, for the purposes of installing, operating, repairing, maintaining, rebuilding, replacing and removing, subject to Applicable Laws and this Declaration, lines for Utilities and all necessary fixtures and equipment related thereto on, under, and through the Property. This grant of easement also includes the rights to connect to and use the lines for any Utilities brought to the boundary lines of a Parcel by the Owner; and to connect to the lines for Utilities located on, under and through any other easements on the Property that now exist or are hereafter granted to any private entity, public entity, or Applicable Governmental Authorities for the purpose of providing a Utility to an Owner's Parcel. Each Owner, subject to compliance with this Declaration, agrees to grant to any private entity, public entity, or Applicable Governmental Authorities such easements on its property as are necessary to provide a Utility to another Owner. The easements reserved and granted in Section 5.1 above and this Section 5.2 are sometimes hereinafter collectively referred to as the "Utility Easements".

7.1.2. Limited Use of Easements. The use of the Utility Easements is limited to the purposes stated within Sections 5.1 and 5.2 above. No Owner, Lessee, Licensee, Occupant, or otherwise shall use or permit the use of the Utility Easements in any way that may create a dangerous condition or create any interference with the current or future use of the Property.

7.1.3. Easements to Association. Declarant intends to grant to the Association certain utility easements and other easements depicted upon the Plat of the Development including, without limitation, an easement for the SWMS. By way of dedication to the public pursuant to the Plat, Osceola County or the other Applicable Governmental Authorities shall be responsible for the operation, repair, maintenance and replacement of the Sanitary Sewer and Potable Water Systems. The Association shall be responsible for the operation, repair, maintenance and replacement of the SWMS located within such SWMS easements as depicted upon the Plat of the Development, all in accordance with the provisions of Applicable Laws and the requirements of Applicable Governmental Authorities and the provisions of this Declaration.

7.1.4. Interference with Use: Relocation. The location of the Utility Easements shall not interfere with the use of the Property by any Occupant. Any portion of any installed Utility system may be relocated at the expense of the Owner requiring or requesting the relocation, subject to compliance with Applicable Laws and this Declaration. The prior written consent of any other Owner and Declarant shall not be required unless an Owner seeks relocation that changes the point at which a Utility line serving the Parcel of any such other Owner connects to the Utility system, or portion thereof, for which relocation is sought. If, pursuant to the foregoing sentence, the prior written consent of any other Owner and Declarant is required, such consent shall not be unreasonably withheld, conditioned, or delayed, provided it shall not be unreasonable to withhold consent if any such relocation would require an Owner to redesign that Owner's Improvements or to relocate the connection point on that Owner's Parcel to match up with a relocated connection point on the Parcel of the other Owner or incur other expenses inconsistent with minor field variations. An Owner seeking the relocation of any portion of a Utility system shall, as part of the expense for the relocation, pay the expense associated with changing the connection point for a Utility line serving any other Owner's Parcel. In addition to the other

requirements of this Section, any Utility system relocation shall not interfere with, or increase the cost of, or diminish the Utility services, or interfere with the use of the Development by any Occupant. Any relocated system must also be available for use by any other Owner to the same extent as prior to the relocation.

8. Association. Each Owner of a Lot shall be a Member of the Association and shall have the voting rights and shall have the obligation for assessments in accordance with the Articles and Bylaws. By acceptance of a deed conveying a particular Lot, each Owner (including the Purchaser) and the successors and assigns of each Owner agrees to be bound by all of the terms, conditions and provisions of the Articles of Incorporation and Bylaws of the Association including, without limitation, the provision and obligation for assessments and the lien for assessments provided for in the Bylaws. The Owner of each Lot shall be obligated to pay assessments for the purpose of paying such Owner's Proportionate Share of the Shared Expenses as provided for in this Declaration.

9. Assessments. For the operation of the Association and the performance of the maintenance obligations of the Association and for the purpose of complying with the other terms, conditions and provisions imposed upon the Association by this Declaration, the Declarant declares it necessary to require Owners to pay annual assessments and special assessments in the manner specified below and in the Bylaws, and each Owner accepts the obligation to pay assessments and covenants and agrees to pay such assessments by the acceptance of such Owner's deed.

9.1 Purpose Of Annual Assessment. Annual assessments shall be levied by the Association in accordance with the provisions of this Declaration and the Bylaws and shall be used exclusively to promote the health, safety, welfare, common benefit and enjoyment of the Owners and Occupants, and for the use of the Association in connection with the performance by the Association of its maintenance obligations under this Declaration. Annual assessments shall include, and the Association shall expend out of the funds derived from the annual assessments, the Common Expenses and the following costs and expenses to the extent any of the following are not already attributed as part of the Common Expenses:

9.1.1. The cost of performing the maintenance obligations of the Association required by or permitted by this Declaration to be performed by or at the direction of the Directors including but not limited to those pertaining to the SWMS and the Common Area.

9.1.2. The cost of providing water, electricity, lighting and other necessary utility services for the operation of any facilities owned by or operated by the Association.

9.1.3. The cost of fire insurance covering the full insurable replacement value of the Improvements owned by or operated by the Association, with extended coverage.

9.1.4. The cost of liability insurance insuring the Association against any and all liability to the public, to any Owner or to any invitee or tenant of any Owner arising out of any activities or responsibilities of the Association. The policy limits shall be set by the Directors and shall be reviewed at least annually and increased or decreased in the discretion of the Directors.

9.1.5. The cost of workers compensation insurance to the extent required by applicable Florida law and any other insurance deemed necessary by the Directors of the Association.

9.1.6. The cost of a standard fidelity bond covering all Directors and all other employees of the Association in an amount to be determined by the Directors.

9.1.7. The cost of any other materials, supplies, furniture, labor, services (including professional services such as legal, accounting, engineering and architectural), maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Directors with respect to the performance of the maintenance obligations of the Association under this Declaration or for the enforcement of the provisions of this Declaration.

9.2 Assessment Provisions. The provisions with respect to assessments, the manner in which the assessments are to be adopted, interest on assessments and other provisions with respect to assessments are provided for in the Bylaws, the terms, conditions and provisions of which are specifically incorporated into this Declaration by reference.

9.3 Annual Assessments. The Directors shall establish the amount of the assessments in the manner provided in the Bylaws and shall also establish the frequency and due dates of assessments. If expenses exceed the amount estimated in the budget, the Directors may increase the amount of the assessments as a result of such unanticipated increase in expenses in the same manner as assessments are established in the Bylaws

9.4 Special Assessments. The Directors shall also have the right to adopt special assessments for capital improvements, in the event that the annual assessments are insufficient to provide the funds necessary for any required repair, maintenance or replacement of any aspect of the SWMS or to comply with any other obligation of the Association under this Declaration.

9.5 Lien for Assessments. The Association shall have a lien on a Lot for all unpaid assessments applicable and chargeable to the Owner of such Lot, together with Interest thereon and cost of collection specified in Section 9.6 below. The Lien shall be superior to all other liens and encumbrances on the Lot, except for the lien for ad valorem taxes and the lien for all sums which the Owner of such Lot is obligated to pay under any Mortgage encumbering such Lot duly recorded in the public records of Osceola County, Florida. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records, shall be deemed to consent to the liens and assessments of the Association and such other liens and encumbrances shall be inferior to future liens for assessments of the Association whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association may, but is not obligated to as a prerequisite to enforcing its lien rights, record in the public records of Osceola County, Florida, a notice of the lien setting forth the amount of any delinquent assessment. A sale or transfer of any Lot shall not affect the assessment lien or the obligation of a Lot Owner to pay the assessment and other amounts due the Association.

9.6 Enforcement Of Lien And Collection. The Directors may take such action as they deem necessary to collect delinquent assessments together with Interest thereon, by legal proceedings personally against an Owner or by proceedings to enforce and foreclose the lien for the assessments and may settle and compromise such amounts that are due, if deemed by the Directors to be in the best interests of the Association. All costs and fees incurred by the Association or the management company employed by the Association as a result of the non-compliance by a Lot Owner of the obligations of the Lot Owner under this Declaration, including, without limitation, costs of collecting delinquent assessments, shall be the Lot Owner's obligation to pay. The foregoing costs and fees shall include all fees and costs charged by the management company employed by the Association related to the non-compliance by the Lot Owner, all attorneys' fees, paralegal fees and costs incurred by the Association at the pretrial and trial levels and in connection with all appellate proceedings, and in connection with bankruptcy and administrative proceedings arising out of or related to any non-compliance by a Lot Owner of any obligation of the Lot Owner under this Declaration. Each Owner by the acceptance of the deed to such Owner's Lot vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the assessments and all costs of collection as a debt or to foreclose the lien in the same manner as other liens for improvement of real property are foreclosed. The lien provided for in this section shall be in favor of the Association. No Owner may waive or otherwise escape liability for the assessments provided for in this Article by abandonment of such Owner's Lot. At any foreclosure sale held pursuant to a foreclosure of the lien, the Association shall be entitled to bid at such sale and to apply as a cash credit against the Association's bid all sums due the Association covered by the lien being foreclosed.

9.7 Rights of Mortgagee. Notwithstanding anything to the contrary contained in this Declaration, when a Mortgagee acquires title to a Lot as a result of the foreclosure of a Mortgage or when the Mortgagee accepts a deed to the Lot in lieu of foreclosure, such Mortgagee, its successors and assigns, shall not be liable for the assessments (except as permissible by law) by the Association pertaining to such Lot which become due prior to acquisition of title as a result of such foreclosure or acceptance of a deed in lieu of foreclosure unless a notice of lis pendens was filed in connection with a foreclosure of a lien for assessments prior to the recording of the foreclosed Mortgage, unless otherwise permissible pursuant to applicable law in which case such Mortgagee shall be liable for the maximum amount of assessments under such applicable law. Any such unpaid assessments shall be deemed to be common expenses collectible from all of the other Owners, including such entity acquiring title as a result of such foreclosure or deed in lieu of foreclosure. The new Owner shall become liable for payment of assessments from the date such new Owner acquires title to the Lot.

10. Drainage:

10.1 General Provisions. The SWMS and all drainage and stormwater management systems that may be required by Applicable Governmental Authorities to be installed on the Property shall be installed in accordance with Applicable Laws and Permits and in accordance with plans and specifications approved by the Declarant. The installation, operation, maintenance, repair and replacement of all drainage and stormwater management systems on the Parcels are the responsibility and expense of the Owner of the respective Parcel. Declarant may enforce the responsibilities of any Owner related to the drainage and stormwater management systems as required to ensure ongoing compliance with the Applicable Governmental Authorities,

Applicable Laws and Permits. Any such enforcement, including undertaking necessary repairs and maintenance, shall be incurred at the owner's expense and collectable as an assessment against the Parcel Owner. All plans for such systems must be approved by the Declarant and must treat all drainage and stormwater on each respective Owner's Parcel in accordance with all Applicable Laws and Permits. All drainage facilities shall be constructed to direct drainage flow through the SWMS to be constructed on the Property by the Declarant.

10.2 Declarant's Easement. Declarant hereby reserves a perpetual, non-exclusive easement for the use and benefit of Declarant and all Owners, their Lessees, Licensees, Occupants for the purposes of drainage and stormwater management on, under and through the Property and for installing, constructing, operating, maintaining, replacing, relocating and removing systems to accomplish such purposes. The reservation also includes the right to install, construct, operate, maintain, replace, relocate and remove apparatus, fixtures and equipment necessary to accomplish the purposes of the easement. The location of any easement shall not interfere with the use of the Property by any Occupant. Any easement may be relocated by an Owner provided that the relocation does not change the point at which the drainage system of any other Owner connects to the SWMS for the Property. If the connection point will be changed, the prior written consent of the Owner whose connection point will be changed shall be required, which consent shall not be unreasonably withheld, conditioned or delayed, provided it shall not be unreasonable to withhold consent if any such relocation would require an Owner to redesign that Owner's Improvements or to relocate the connection point on that Owner's Parcel to match up with a relocated connection point on the property of the other Owner (except for minor field variations). Upon the location or relocation of an easement, no trees, permanent buildings or other Improvements shall be placed in or allowed to encroach upon the easement and no change in grade level or excavation shall be made without Declarant's prior written approval. Any relocation shall not interfere with the use of the Property by any Occupant. In addition to the use restriction set forth below, the Owners shall not modify the swale volume in any way without prior written approval by the Declarant.

10.3 SWMS. It is intended that the Property will be developed with a shared SWMS which will be deemed common property to be owned and operated by the Association. Upon completion of construction of the SWMS and the issuance of a permit for the operation phase of the SWMS, such permit shall be transferred to the Association. The Association shall be responsible for operating, repairing, maintaining and replacing the SWMS, except that the Drainage Facilities which solely benefit an individual Parcel and the Improvements on such Parcel shall be the responsibility of the Owner of the Parcel so benefitted to maintain, repair and replace such Drainage Facilities. For example, inlets and underground pipes which serve only the one Parcel and the Improvements constructed on such Parcel shall be the responsibility of the Owner of the Parcel to maintain, repair and replace. Maintenance of the SWMS shall include maintaining the Retention Ponds in good condition and repair and repairing, maintaining and replacing those Drainage Facilities located within the Drainage Easement in accordance with the requirements of this Declaration, Applicable Laws, Applicable Governmental Authorities, and Permits. The Association shall be obligated to maintain, repair and replace the SWMS in accordance with this Declaration, applicable Permits and Applicable Laws.

Upon compliance with the applicable Permits and Applicable Laws, and upon approval of the District, the Association shall have the right to make all additions, alterations or Improvements to the Drainage Facilities and to purchase, own, operate and maintain such items of tangible

personal property as the Directors deem necessary or desirable from time to time in the exercise of the rights, duties and obligations of the Association under this Declaration. Without the prior approval of the District and the Association, no construction activities may be conducted within or on any portion of the SWMS, including the Drainage Facilities, which shall include: 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 or the Drainage Facilities. The Association has the right to perform such construction and maintenance activities as are consistent with the applicable Permits and in accordance with the Applicable Laws, so long as the design of the SWMS remains unchanged. A copy of the Environmental Resource Permit issued for the Development by the District and its conditions is attached as **Exhibit "D"**. The Registered Agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

At the time of the construction of a Building or structure on any Parcel, the Owner of the Parcel shall comply with the construction plans for the SWMS approved and on file with the District. The District shall have the right to take enforcement measures, including civil action, for injunction and/or penalties against the Declarant, the Association and the Owner of each Parcel to compel performance or correction of any outstanding problems with the SWMS and the Drainage Facilities. If the Association ceases to exist, all of the Owners which benefit from the SWMS shall be jointly and severally responsible for the operation and maintenance of the SWMS, including the Drainage Facilities, in accordance with the requirements of the Permits, unless and until an alternate entity assumes responsibility as otherwise provided in the Articles and in accordance with the requirements of the District. No Owner may construct or maintain any Building, or Improvement or undertake or perform any activities in any jurisdictional wetlands, buffer area and Drainage Easements, unless prior approval is received by the District through its Orlando Service Office. Without the prior written approval of the District, there shall be no amendment to this Declaration which would affect the SWMS, including the Retention Ponds and the Drainage Facilities and the responsibility for maintenance of the foregoing. Any proposed amendment to this Declaration affecting the SWMS shall be submitted to the District for a determination as to whether the amendment necessitates a modification to the Permit issued by the District for the SWMS and the amendment will not be finalized until any necessary modification is made to such Permit and approved by the District or the Association is notified by the District that such a modification is not necessary.

10.4 Drainage Easements. Declarant does hereby establish, create, impress, impose and grant in favor of the Owners of the Parcels into which the Property is divided, and their successors and assigns, an easement over, across, under and through each aspect of the SWMS, including the Drainage Facilities and the Retention Ponds for the benefit of the Owners of each of the Parcels and the Improvements constructed on the Property for storm water drainage and retention purposes; provided, however, the Owner of a Parcel shall be obligated to obtain all necessary Permits for the purpose of performing such maintenance, repair or replacement as is required by the Owner of such Parcel under this Declaration and shall restore the surface of the land and all Improvements disturbed by such maintenance, repair or replacement, all at the sole cost and expense of the such Owner. Also, Declarant does hereby establish, create, impress, impose and grant in favor of the Association, an easement over, across, under and through each aspect of the SWMS, for the purpose of permitting the Association to perform its obligation under this Declaration and for the purpose of permitting the Association to operate, maintain, repair

replace each aspect of the SWMS, together with the Drainage Easements granted to the Association as specified on the Plat.

10.5 [Lift Station]. In connection with the Development, Declarant will construct a Lift Station on the Common Area of sufficient capacity to accommodate all users of the Lift Station, will construct and install a force main in accordance with the plans for the Development on file with the Applicable Governmental Authorities and will connect the force main to the public sanitary sewer line as may be depicted on the Plat and shown on the plans for the Development on file with the Applicable Governmental Authorities, all of which shall be dedicated to the Toho Water Authority.]

11. Duration. The easements granted in this Declaration shall be perpetual and shall continue unless and until modified, amended or terminated by the party or parties intended to be benefited thereby. Except as otherwise set forth in this Declaration for an earlier termination, all of the other provisions of this Declaration shall continue and remain in full force and effect for a period of thirty (30) years from the Effective Date and shall continue thereafter for a successive ten (10) year period, unless terminated or modified as specified herein.

12. Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, easement or restriction contained herein, may be terminated, extended, modified, amended by the Declarant and the Owner of each Lot affected by such amendment and may be modified or amended as to any Lots which are owned by Declarant, solely by the Declarant without the requirement of joinder or consent by any other Owner or Mortgagee. Any such termination, extension, modification or amendment shall not be effective until a written instrument reflecting the same has been executed by the required parties and recorded in the Public Records of Osceola County, Florida.

13. Amendments. In addition to any and all other rights reserved by the Declarant in this Declaration, the Articles and the Bylaws and notwithstanding any other provision set forth in the Declaration, the Articles and the Bylaws to the contrary, the Declarant additional reserves the right to, which rights may be delegated or assigned to other Persons:

13.1 install such signs on the Property advertising Lots for sale and lease as the Declarant desires;

13.2 carry on such construction and other activities on the Property as the Declarant shall desire in connection with the Development, the installation of Improvements on the Property, and the compliance with the requirements of Applicable Governmental Authorities having jurisdiction over the Property;

13.3 vacate or withdraw any area or portion of the Property subject to this Declaration, provided that the Declarant owns all of the land which is to be vacated or withdrawn from this Declaration;

13.4 grant exceptions, waivers and variances from the strict application of the provisions of this Declaration and grant consents to encroachments of improvements into easements (The granting of the exceptions, waivers, variances and consents shall be within the sole and absolute authority, discretion and opinion of the Declarant and the Declarant may, in the

Declarant's sole and exclusive discretion, unreasonably withhold any such exception, variance, consent or waiver. Furthermore, the granting of any such exception, waiver, variance or consent shall not be construed or interpreted to grant, and shall not grant, any right to any other Persons upon a subsequent application the right to receive the approval of an application for an exception, waiver, variance or consent);

13.5 amend this Declaration for the purpose of compliance with any Applicable Laws, for the purpose of complying with the requirements of any applicable Permit and for the purpose of complying with the requirements of any Applicable Governmental Authorities, including, without limitation, the District, all without the joinder or consent of any Owner, mortgagee or other party;

13.6 amend this Declaration for the purpose of correcting scrivener's errors and for the purpose of clarifying or interpreting any of the provisions of this Declaration

13.7 amend this Declaration for the purpose of adding additional land to be subject to the jurisdiction of the Association and to be subject to the covenants and easements created by this Declaration ("Additional Land"), all without the joinder or consent of any Owner, mortgagee or other party. Upon such amendment, the Additional Land shall be deemed to be included within the definition of Property and all Owners of all Lots located within the Additional Land shall be deemed Owners under this Declaration with all rights of membership and obligation to pay assessments in accordance with the terms of this Declaration and the exhibits hereto. Also, in such Amendment, the Declarant shall have the right to provide responsibility for the Association to maintain the Drainage Facilities located on the Additional Land and to perform other maintenance responsibilities with respect to the Additional Land, consistent with this Declaration, and to receive a conveyance of any portion of the Additional Land which is intended for the common use and purpose of the Owners; amend this Declaration for such other purposes and to add such additional provisions as the Declarant shall deem necessary or appropriate provided, however, that such amendment shall not diminish the rights granted to Owners with respect to the Driveway Easement, the Drainage Easements and the obligation of the Association to operate, maintain, repair and replace the SWMS; and

13.8 amend this Declaration for the purpose of correcting any scrivener's error contained in any legal description in any Exhibit attached to this Declaration and for the purpose of documenting any relocation of any easement specified in this Declaration.

14. Relocation of Easements. The easements granted in this Declaration and the lands encumbered by the easements shall be subject to the right of the Declarant, without the joinder of any Owner or any Mortgagee, to relocate the facilities including the Driveway and the Drainage Facilities in connection with the development of the Property by such amendment to this Declaration as the Declarant shall deem necessary, provided that the benefit of the Driveway and the SWMS are not significantly impacted and the Owners of the Lots continue to enjoy the same quality of benefit provided for in this Declaration with respect to the grant of the easements. Although not required in order to relocate any of the easements granted in this Declaration, the Owners of the Lots agree to consent to such relocation in such form as Declarant shall reasonably require. Mortgagees shall not be required to consent to any relocation of the easements, but if

deemed necessary Mortgagees shall also join in and consent to any such relocation of the easements created by this Declaration.

15. Enforcement Proceeding.

15.1 Enforcement. The provisions of this Declaration and the rights and obligations set forth herein may be enforced by such legal proceedings in law or in equity, including the right to enjoin or otherwise prevent any violation or specifically enforce the rights granted herein, or to recover damages for any violation as to any Person intended to be benefited by this Declaration as such Person may deem necessary or appropriate.

15.2 Remedies. As remedies at law may not adequately compensate for the violation of any covenant, restriction, easement or condition contained herein, any Person intended to be benefited by this Declaration and their respective successors and assigns shall have the right to obtain from any court of competent jurisdiction injunctive relief against the Person violating the provisions of this Declaration or any of their agents, contractors or assigns, enjoining any activity which is in violation of any of the provisions of this Declaration and shall not be required to post any bond as a condition of the granting of any such injunctive relief (including preliminary injunction or temporary restraining order). The rights and remedies set forth herein are in addition to, and not in lieu of, any other rights and remedies that any party may have in the event of violation of any provisions of this Declaration. All remedies provided herein, in law or in equity shall be cumulative and not exclusive.

15.3 Attorney's Fees. In any legal or equitable proceedings for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall be obligated to pay all attorney's fees and court costs of the prevailing party or parties in such amount as may be fixed by the court in such proceedings, including all appellate proceedings, administrative proceedings and bankruptcy or other debtor relief proceedings.

16. Compliance with Laws/Indemnification/Insurance.

16.1 Compliance with Laws. With respect to the exercise of rights, duties and obligations by any party benefited or burdened by this Declaration, such Persons shall comply with all Applicable Laws and the requirements of all Applicable Governmental Authorities.

16.2 Mutual Indemnification. The Owner of the Property agrees to indemnify, defend and hold harmless the other Owners from all claims, demands, losses, damages, liabilities and expenses and all suits, proceedings, actions and judgments (including but not limited to costs and attorney's fees) arising out of occurrences on their respective Lots of land, except to the extent caused by the negligence or fault of the parties seeking indemnification hereunder. Any Person claiming such indemnification shall give prompt and timely notice of any claim made or suit or action commenced against the party claiming indemnification.

16.3 Insurance. The Owner and/or Occupant of each Lot of land benefited or burdened by the easements created in this Declaration agrees to maintain primary public liability and property damage insurance covering their respective parcels of land in reasonable limits, but not less than \$1,000,000.00 per bodily injury or death or property damage of any one person and \$2,000,000.00 for any one occurrence. Each Owner and Occupant and their respective successors

and assigns and all persons claiming under them mutually release all other Owners and Occupants from all claims and liabilities arising from any occurrence covered or required hereunder to be covered in whole or part by the foregoing insurance, and also waive any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, but only to the extent the foregoing release and waiver does not diminish such insurance coverage.

17. Miscellaneous Provisions.

17.1 Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in and to the Property shall be conclusively deemed to have consented and agreed to all of the terms, conditions and provisions of this Declaration, whether or not reference to this Declaration is contained in the instrument by which such Person or entity acquired an interest in such land.

17.2 Covenants Run with the Land. All of the covenants, conditions, easements and agreements set forth in this Declaration shall create reciprocal rights and obligations between the Owners of the Property and the respective heirs, personal representatives, successors and assigns and shall operate as covenants running with the title to the land for the benefit of and as a burden upon each of the Property.

17.3 Paragraph Headings. Paragraph headings, where used herein, are provided for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraphs or sections to which they refer.

17.4 Severability. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration.

17.5 Notices. All notices, requests or permissions required or permitted to be given to any party under this Declaration shall be sufficient if they are in writing and (i) mailed by certified mail, return receipt requested; (ii) delivered in person; (iii) sent by overnight courier system, delivery fee prepaid; or (iv) sent by facsimile transmission (with confirmation of receipt). If to the Declarant to the address set forth on the first page of this Declaration, and if to any other Person, to the address reflected in the office of the Osceola County Property Appraiser for such Person, mailed notices shall be deemed delivered and effective five (5) days following the date when placed in the United States mail and sent by certified mail, return receipt requested, postage prepaid. All notices delivered by overnight courier, by facsimile transmission, or in person, shall be delivered upon receipt by the recipient.

(The remainder of this page was intentionally left blank; Signature pages to follow)

Signed by Declarant as of the Effective Date.

Signed in the presence of the
following two witnesses:

MID FLORIDA ACRES, LLC, a Florida
limited liability company

Print Name:_____

Name: _____
Title: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ____ physical presence or
____ online notoarization, this ____ day of _____, 20__, by _____,
as _____ of MID FLORIDA ACRES , LLC, a Florida limited liability
company, on behalf of said Company, who is ☐ personally known to me or has ☐ produced
_____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

(Type or print name of Notary)
My commission expires:

EXHIBIT "A"
PROPERTY DESCRIPTION

PARCEL 1:

PARCEL 2:

EXHIBIT “B”
ARTICLES OF INCORPORATION

ATTACHED.

EXHIBIT “C”
BYLAWS

ATTACHED.

EXHIBIT “D”
ENVIRONMENTAL RESOURCE PERMIT

ATTACHED.

EXHIBIT “E”
PROPORTIONATE SHARE ALLOCATION

[illegible]