

Prepared By and Return To:

Sara W. Bernard, Esq.  
Holland & Knight LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, Florida 32801

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR LAKE NONA SOUTH MASTER ASSOCIATION**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKE NONA SOUTH MASTER ASSOCIATION** (the “**Declaration**”) is made effective as of the \_\_\_\_\_, 2019 (the “**Effective Date**”), by TDCP, LLC, a Florida limited liability company (the “**Declarant**”), whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827.

**RECITALS:**

**WHEREAS**, Declarant is the owner of approximately 1,146.76 gross acres of land located in the City of Orlando, Orange County, Florida, being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”), which Property lies within that certain development commonly known and referred to as “Lake Nona South” (the “**Lake Nona South Development**”); and

**WHEREAS**, Declarant desires to develop the Property by creating a planned residential community, as well as Common Areas (as defined herein) for the benefit of said community; and

**WHEREAS**, the Property is subject to that certain South Florida Water Management District Permit No. 48-00195-S, as may be amended from time to time (the “**Permit**”) with respect to the surface water management system to be constructed, installed, operated, maintained and repaired with respect to the Property; and

**WHEREAS**, Declarant desires to provide for the preservation of the values and for the maintenance of the Common Areas including, without limitation, the surface water management system, and to this end, desires to subject the Property to the covenants, restrictions, easements and conditions hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of any part thereof; and

**WHEREAS**, Declarant has caused to be incorporated under the laws of the State of Florida Lake Nona South Master Association, Inc., a Florida not-for-profit corporation, for the purpose of accepting certain powers and responsibilities, including, without limitation: (1) the right and responsibility to own, operate, administer, maintain and repair portions of the Property; (2) the right, responsibility and obligation to administer and enforce the covenants and restrictions contained herein; (3) the right and responsibility to assess, collect and disburse the assessments

and charges hereinafter created; and (4) the right to do whatever is reasonably necessary to carry out the intent of this Declaration.

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The recitals set forth above are true and correct and are incorporated herein.

## **ARTICLE 1 DEFINITIONS**

1.1 “**Affiliate(s)**” shall mean as to a party hereunder, any entity which directly controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty-one percent (51%) or greater of the equity of such party or the ability to direct the management of such party.

1.2 “**Articles of Incorporation**” shall mean the Articles of Incorporation for Lake Nona South Master Association, Inc., as filed with the Secretary of State of the State of Florida, as it may be amended from time to time. The Articles of Incorporation are set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

1.3 “**Assessment Unit**” shall mean and refer to the measurement by which each Parcel is assessed and votes are allocated for which each Parcel shall be allocated one (1) Assessment Unit for each gross acre or portion thereof contained in the Parcel unless exempt from Assessments as provided herein and each Parcel shall receive one vote for each Assessment Unit.

1.4 “**Association**” shall mean Lake Nona South Master Association, Inc., a Florida not-for-profit corporation.

1.5 “**Board of Directors**” or “**Board**” shall mean the Board of Directors of the Association as it is constituted from time to time.

1.6 “**By-Laws**” shall mean the By-Laws of Lake Nona South Master Association, Inc. set forth in **Exhibit C** attached hereto and incorporated herein by this reference, as it may be amended from time to time.

1.7 “**City**” shall mean and refer to the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida.

1.8 “**Common Areas**” shall mean any and all real and personal property, including without limitation any easements and the improvements thereon, if any and as modified from time to time, which the Association owns, leases, otherwise holds possessory or use rights in, or has the obligation to maintain or has assumed other responsibilities therefor, for the common use, benefit and enjoyment of Owners including, but not limited to, all open space areas,

parking areas and improvements lying therein, private rights-of-way, and Surface Water or Stormwater Management System areas and components. The lands initially designated as “Common Areas” are generally depicted in **Exhibit D** attached hereto and incorporated herein by this reference.

1.9           **“Common Expenses”** shall mean and refer to all actual and estimated expenses incurred or anticipated to be incurred by the Association in connection with its ownership, operation, management, maintenance, repair, replacement and use of the Common Areas, or in connection with such other rights and obligations set forth herein and the administration thereof, or as may be otherwise determined by the Board, including, without limitation, any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.10          **“Declaration”** shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South Master Association, as may be amended from time to time.

1.11          **“Declarant”** shall mean and refer to TDCP, LLC, a Florida limited liability company, and its successors or assigns who are assigned any of the rights, duties, responsibilities or obligations of Declarant under this Declaration pursuant to an instrument executed by the Declarant and the assignee and recorded in the Public Records of Orange County, Florida.

1.12          **“Declarant’s Control Period”** shall have the meaning set forth in Article 5 of this Declaration.

1.13          **“Design Review Board”** shall have the meaning as set forth in Article 9 of this Declaration.

1.14          **“Design Standards Manual”** shall mean and refer to the architectural, signage, design, construction and development guidelines applicable to the Property prepared pursuant to this Declaration, as may be modified from time to time

1.15          Intentionally Deleted.

1.16          **“District”** shall mean the South Florida Water Management District.

1.17          **“Government Authorities”** shall mean and refer to (a) the United States of America, or any state, county or city, local special purpose government, or any political subdivision or public corporate body of any of the foregoing, or (b) any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States of America, or any state, county, city or political subdivision of any of the foregoing.

1.18          **“Governing Documents”** shall mean this Declaration, the Articles of Incorporation, the Bylaws, the Design Standards Manual, the Rules and Regulations, and any agreements or instruments entered into by the Association. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Declaration, the Articles of Incorporation, the Bylaws, the Design Standards Manual, and the Rules and Regulations, in that order, shall control. One Governing Document’s lack of a provision with

respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

1.19       **“Lake Nona Standard”** shall mean and refer to the standard of conduct, maintenance, management, operation, use or other activity generally prevailing throughout the Property established under the Design Standards Manual, this Declaration, and the Rules and Regulations.

1.20       **“Member(s)”** shall mean and refer to Declarant and any Owner.

1.21       **“Owner(s)”** shall mean and refer to the record owner, whether one or more Persons or entities, of fee simple title to any Parcel within the Property, but excluding those having such interest merely as a security for the performance of an obligation. An Owner shall also include Government Authorities owning fee simple title to any Parcel.

1.22       **“Parcel”** shall mean and refer to each separately described contiguous portion of the Property, now or hereafter under separate ownership, subjected to the encumbrance of this Declaration.

1.23       Intentionally Deleted.

1.24       **“Person”** shall mean and include an individual, corporation, limited liability company or partnership, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.25       **“Plans”** shall mean and refer to drainage and stormwater management plans, together with any attachments thereto and drainage calculations, for the Property on file with the City or the District, if any.

1.26       **“Prohibited Use(s)”** shall mean and include those uses set forth in Article 8.

1.27       **“Property”** shall mean and include the real property described in **Exhibit A** attached hereto and incorporated herein by this reference.

1.28       **“Rules and Regulations”** shall have the meaning as set forth in Article 2 of this Declaration.

1.29       **“Specific Parcel Master Plan”** shall mean and refer to a Specific Parcel Master Plan as provided in Chapter 68 of the Orlando City Code, as it may be amended from time to time, pertaining to all or a portion of the Property. There may be one or more Specific Parcel Master Plans which pertain to the Property.

1.30       **“Streetscape”** shall mean and refer to the entire area within the limits of the right-of-way of a street or any adjacent landscape easement areas not located within the street right-of-way. For illustration purposes, but not in limitation, “Streetscape” shall include all

sidewalks, bikeways, landscaping, and related irrigation, walls, berms, swales, signage, light fixtures, landscape lighting, street furniture, monument signs, fountains, entry features and medians.

1.31 “**Submittals**” shall have the meaning set forth in Article 9, Section 9.5 below.

1.32 “**Surface Water**” or “**Stormwater Management System**” means a system, with respect to the Property, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or to otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

1.33 “**Work**” shall have the meaning set forth in Article 9, Section 9.5 below.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

2.1 Property Subject to this Declaration. All of the Property is, and shall be subject to the encumbrance, operation and effect of this Declaration and any amendment to the Declaration which may be subsequently applicable thereto, and the Property shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration.

At any time, and from time to time, the Declarant, in its sole and absolute discretion, shall have the right, but not the obligation, to submit or to cause to be submitted, other real property to the encumbrance, operation and effect of this Declaration, provided that such other real property is in the Lake Nona Development or is contiguous to any boundary of the Lake Nona Development. Each such submission of such real property to this Declaration shall be made by an amendment to the Declaration describing such real property being subjected to the terms of the Declaration, and need only be executed by the Declarant, and the owner of such real property if not the Declarant, and shall not require the execution or consent of the Association, any Owners, any mortgage holders or lien holders, or any other Person whatsoever. The amendment to the Declaration shall describe the real property which is being subjected to this Declaration, and shall contain such other terms and provisions as the Declarant may determine, in its sole and absolute discretion, which shall apply to the real property which is being described in the amendment. Such amendment to the Declaration shall be recorded in the Public Records of Orange County, Florida. Upon submission of such real property to the Declaration by the Declarant pursuant to an amendment to the Declaration, such real property described therein shall be subject to the encumbrance, operation and the effect of the Declaration, except as may be otherwise provided therein, and any other terms and provisions in any applicable amendment to the Declaration. Such real property submitted by the Declarant to the Declaration shall be considered to be part of the “Property” (as that term appears in this Declaration, as it may be amended from time to time, except to the extent otherwise provided in said amendment), from and after the recordation of the amendment to the Declaration submitting such real property to the terms of the Declaration. The Association, as it may exist from time to time, shall have the right to submit property to the provisions of this Declaration by

recording an amendment to the Declaration describing the additional property to be submitted to the Declaration. Additions by the Association shall require the affirmative vote or written consent of Owner representing more than fifty percent (50%) of the Class A votes of the Association represented at a duly called meeting for such purpose at which a quorum is present, and the consent of the owner of such property being submitted. In addition, during the Declarant's Control Period, the Declarant's consent shall be required, which consent may be granted or withheld in the Declarant's sole and absolute discretion. The amendment to the Declaration shall be signed by a duly appointed or elected officer of the Association, by the owner of the property being submitted to the terms of the Declaration, and by the Declarant, if the Declarant's consent is required.

2.2 Additional Covenants and Easements. By an amendment to the Declaration (effective upon recording unless otherwise specified therein) in accordance with Article 14 below, the Declarant or Association may impose additional covenants, conditions, restrictions, easements, reservations and other provisions on portions of the Property including covenants obligating the Association to own, operate, manage, maintain, repair, replace and insure specific property, and authorizing the Association to recover its costs through assessments. Provided, however, if the portion of the Property over which such additional covenants, conditions, restrictions, easements, reservations and other provisions are to be imposed is owned by someone other than the Declarant, then such owner's consent and execution of the amendment to the Declaration is required. Any amendment to the Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the property which is the subject of such amendment to the Declaration in order to reflect the different character and intended use of such property; provided, however, no such amendment shall create an exception, waiver or release any Owner from paying assessments or from compliance with the paragraph entitled "Prohibited Uses" below.

2.3 Rules and Regulations. The Declarant during the Declarant's Control Period (as defined herein), and thereafter the Board, shall have the right to adopt and publish at any time and from time to time and enforce reasonable unrecorded rules and regulations applicable to the Property, including the right to fine Members as hereinafter provided (the "**Rules and Regulations**"). Any Rules and Regulations so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration. The Rules and Regulations shall apply to all Owners and their guests, invitees, licensees, tenants, agents, employees and contractors subject to any variances or waivers granted by the Declarant during the Declarant's Control Period (or thereafter by the Board) in its reasonable discretion from compliance with any of the Rules and Regulations when circumstances such as hardship, development and construction activities, use, aesthetic or environmental considerations of a particular Parcel or other good cause justify a variance or waiver. The Rules and Regulations shall be available to every Owner upon written request to Declarant (during the Declarant's Control Period) or the Board. To the extent permitted by applicable law, the Association shall have the right to suspend voting rights of any Owner for any period during which any violation of the Rules and Regulations continues until cured.



### ARTICLE 3 PROPERTY RIGHTS; EASEMENTS

3.1 Owners' Easements and Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Parcel, subject to this Declaration, and the Governing Documents.

3.2 Easements for Pond Maintenance and Flood Water. Declarant and the Association, and their duly authorized agents, employees, representatives, successors, assigns and designees, and the City and any Government Authorities, shall have a perpetual, non-exclusive easement for ingress, egress and access over and across any of the Property abutting or containing any portion of any of the lakes, ponds, streams, wetlands, or the drainage areas to the extent reasonably necessary to exercise their rights and responsibilities as herein and otherwise set forth; provided, however, all Persons entitled to exercise these easements shall use reasonable care in the exercise of such easement in accordance with all applicable permits (including the Permit) and shall promptly restore or repair any damage caused in the exercise of such rights granted herein.

3.3 Easements for Stormwater Drainage, Retention and Surface Water Management System. The Property is hereby subject to a non-exclusive easement appurtenant to and for the benefit of each other portion of the Property for the purpose of stormwater drainage and runoff in accordance with the Plans for the Surface Water or Stormwater Management System for the Property, which easement shall include, but shall not be limited to, the right to tie into the existing stormwater drainage facilities and to divert stormwater runoff from each Parcel into such stormwater drainage facilities at such points and in such manner as approved by Declarant, the City and by any Government Authorities (including the District), and for the flow of stormwater runoff over the Property to such points and from such points through the stormwater drainage facilities into wetlands, ponds, other retention or detention facilities, or the drainage areas within or outside the Property. The foregoing easements shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter reasonably impose or which may be imposed on the Property by the City or any Government Authorities. Declarant may convey all or any portion of the Surface Water or Stormwater Management System to the Association, the City or any Government Authorities. The Association (if the Association hereafter owns any portion thereof) shall convey all or any portion of the Surface Water or Stormwater Management System to the City or any Government Authorities if they or Declarant should so require. Notwithstanding anything contained herein to the contrary, any proposed amendment to the Governing Documents that would affect the drainage areas must be approved by Declarant, and if required by the applicable permit, must be submitted to the District for a determination of whether the amendment necessitates a modification of the applicable permit for the Property. No Person shall alter the natural drainage on any Parcel to increase materially the drainage of stormwater onto adjacent portions of the Property, without the consent of Declarant (so long as Declarant is within the Declarant's Control Period), and only in accordance with the Permit. Declarant hereby reserves for itself and the Association, and their duly authorized agents, employees, representatives, successors, assigns, and designees, and for the City or any Government Authorities, a perpetual nonexclusive easement for the use of any drainage areas established throughout the Property, and an easement

for ingress, egress and access as reasonably necessary to enter any portion of the Property in order to construct, maintain and/or repair any drainage areas and facilities thereon and appurtenances thereto in accordance with all applicable permits (including the Permit). No structure, landscaping or other material shall be placed or permitted to remain in the drainage areas which may damage or interfere with, or which may obstruct or retard the flow of water through the drainage areas.

3.4 Easements for Access and Maintenance. The Declarant hereby reserves unto itself, its duly authorized agents, employees, representatives, successors, assigns and designees, and hereby grants to the Association, a perpetual, nonexclusive easement for access, ingress, and egress upon, across, over, and under all of the Property to the extent necessary in the exercise of reasonable care for the purpose of (1) inspecting any construction, proposed construction, Work or improvements, (2) undertaking or fulfilling any of its rights or obligations provided in the Governing Documents or under any applicable permits, (3) inspecting any Parcel to ascertain whether it is in compliance with this Declaration, the Governing Documents, and the approvals of the Declarant and the Design Review Board, and correcting any Work not in compliance with the Declaration, the Governing Documents and the approvals of the Declarant and the Design Review Board, including, without limitation, removal of such non-complying Work, (4) in the case of the Declarant, performing any obligations it may have under any permits or any other agreements with Government Authorities, (5) in the case of the Declarant, undertaking any development activities related to the Property, the Lake Nona Development or such other real property contiguous to the boundary of the Lake Nona Development in which Declarant, or any related entity, may have an interest, (6) constructing, installing, replacing, repairing, maintaining and administering streets, walkways, pathways, lakes, ponds, wetlands, street lights, signage, utilities, Common Areas and other similar improvements, and (7) ingress, egress, and access to and from each Owner's Parcel. Except in the event of an emergency that threatens life, personal injury or property damage, all such access and entry shall be performed only after reasonable prior notice to the affected Owner and during normal business hours, unless after-hours access is requested by the Owner. Further, all such access and entry shall be performed in a manner to minimize unreasonable interruption to business operations at the affected Parcel.

Declarant hereby grants to the Association, and its duly authorized agents, employees, members, representatives, successors, assigns and designees, a perpetual, nonexclusive easement for, access, ingress, and egress upon, across, over, and under all of the Property to the extent reasonably necessary and exercising reasonable care for the purpose of exercising its right to cause the maintenance, repair or replacement of any landscaping, hardscaping or other improvements within any Common Areas and any Parcel for which such Owner thereof is in violation of its maintenance and repair obligations set forth herein after written notice to such Owner and an opportunity to commence the cure within fifteen (15) days after such Owner's receipt of written notice subject to such Owner's obligation to reimburse the actual third-party reasonable costs incurred by such party in the exercise of its rights herein.

The easements described in this Section 3.4 shall not entitle the holders to construct or install any of the foregoing systems or facilities, over, under or through any existing or planned building on a Parcel, and any damage to a Parcel resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The



exercise of this easement shall not unreasonably interfere with the use of any Parcel. Notwithstanding the foregoing, nothing contained herein shall be interpreted to impose any obligation upon the Declarant, Association, any Government Authorities or any utility provider, to construct, install, maintain, repair or replace any Work or improvements which an Owner or other Person is required to install, maintain, repair, replace or construct.

3.5 Ownership and Use of Common Areas. No later than the expiration of the Declarant's Control Period, the Common Areas shall be conveyed, transferred, dedicated to and accepted by the Association and shall include the non-exclusive joint and several use of the Common Areas in common with the Declarant and the Owners of all Parcels, and their tenants, guests and invitees. As of the Effective Date, the Association shall be responsible for the maintenance of such Common Areas subject to this Declaration. The Association shall be responsible for the payment of all taxes assessed directly against the Common Areas, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be paid for by the Association through the levy of assessments against the Owners; provided, however, in the event any Owners are Government Authorities and otherwise exempt from the payment of real estate taxes then such Owner's applicable portion of the taxes shall be allocated among the remaining Owners. Notwithstanding any Common Areas having not yet been conveyed to the Association (or a possessory interest or use right or obligation having not yet been transferred or entered into by the Association), such property shall be deemed Common Areas.

## **ARTICLE 4 MAINTENANCE**

4.1 Maintenance of Common Areas; Surface Water or Stormwater Management System; Parcels Not in Compliance. The Association shall be responsible for the maintenance, operation and repair of the Common Areas, as may exist from time to time. Specifically, and not by way of limitation, the Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System in accordance with the standards, conditions and requirements set forth on the Plans and applicable permits (including the Permit), which standards, conditions and requirements shall constitute minimum standards for the operation of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved in writing by the District. Subject to the terms of Article 3, Section 3.4, the Association shall have the right to cause the maintenance, repair and replacement of any landscaping, hardscaping or other improvements within any Parcel for which such Owner thereof is in violation of its maintenance and repair obligations set forth herein.

4.2 Streetscape. Except as otherwise assumed by the Association, City or other Government Authorities (or utility providers), each Owner shall be responsible for the maintenance, operation, repair, or replacement of all Streetscape located within such Owner's Parcel. The right of the Owners to use the Streetscape shall be in accordance with its intended use, and shall include without limitation, pedestrian travel, walking, running, bicycle riding and

similar activities, within that portion of the Streetscape reasonably intended for such purposes. Notwithstanding the foregoing, upon thirty (30) days advance written notice and an opportunity to cure by an Owner in violation of the terms hereof, the Declarant and Association shall have the right to conduct such maintenance, operation, repair or replacement of any Streetscape lying within an Owner's Parcel whereupon such Owner shall reimburse the Declarant or Association, as applicable, for all reasonable costs incurred thereby within thirty (30) days of receipt of written demand therefor.

4.4 Swale Maintenance. Notwithstanding anything contained herein to the contrary, in the event the Declarant has constructed a drainage swale upon any Parcel, for the purpose of managing and containing the flow of excess surface water, if any, found upon such Parcel from time to time, each Owner shall be responsible for the maintenance, operation and repair of the swales on such Owner's Parcel. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale may be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Parcel(s) upon which the drainage swale is located.

4.5 Exterior Maintenance. Each Owner shall maintain its Parcel and all structures, parking areas and other improvements located thereon in a manner consistent with the Lake Nona Standard and all applicable covenants herein. Such maintenance shall include, but is not limited to, the following:

- (a) prompt removal of all litter, trash, refuse and waste;
- (b) lawn mowing and fertilizing on a regular basis;
- (c) tree and shrub pruning and mulching;
- (d) watering of landscaped areas;
- (e) keeping exterior lighting and maintenance facilities in proper working order;
- (f) implementing and maintaining erosion-sedimentation control measures;
- (g) painting or staining, as appropriate, and regular maintenance and repair of the exterior of all improvements and signage;
- (h) roof repair and replacement as necessary to maintain a neat, uniform appearance;
- (i) keeping lawn and garden areas alive, free of weeds;

(j) keeping parking areas, driveways and roads in good repair and free of potholes, excessive cracks and weeds;

(k) prompt repair or replacement of any damage to exterior improvements, landscaping or hardscaping (provided that such replacement shall be of equal or better quality than as existed prior to such damage and subject to the review of the Design Review Board as to any material deviation in architectural or design to any exterior improvements or type of plans or materials used for such landscaping or hardscaping resulting from such repair or replacement); and

(l) striping of parking areas and repainting of improvements.

In the event an Owner of any Parcel in the Property shall fail to maintain the premises and the improvements situated thereon in accordance with the Lake Nona Standard, the Association, after approval by majority vote of the Board of Directors and upon thirty (30) days' prior written notice to the Owner at the last address in the Association's records for said Owner, such notice informing the Owner that unless certain specified repairs or maintenance are made within the thirty (30) day period after the date of such notice, the Board of Directors shall cause such necessary repairs or maintenance to be accomplished and charge same to the Owner, and upon the failure of the Owner to act within said period of time, the Association shall have a right, through its agents and employees, to enter upon said Parcel and to repair, clear, trim, maintain and restore such Parcel, the exterior of any buildings and any other improvements erected thereon. The cost of such maintenance, repair or restoration shall be added to and become part of the assessments to which such Parcel is subject. In no event shall the Association or any of its agents be liable for trespass in exercising its rights hereunder; provided, however, the Association shall repair any damage caused by the Association, its employees, agents or contractors in the exercise of such rights granted herein. In the event that the Association fails or elects not to perform its maintenance responsibilities or exercise its right to cure a maintenance violation of an Owner, the Declarant may, upon such terms as prescribed herein, cure such failure and cause such maintenance, repair or restoration to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred. Notwithstanding anything contained herein to the contrary, neither the Association nor the Declarant shall be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that such damage or injury arises under such party's gross negligence in the performance of its maintenance activities hereunder.

## **ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS**

5.1 Membership. Every Owner of a Parcel which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel which is subject to assessment.

5.2 Voting Rights. The Association shall have two (2) classes of voting membership, Class A and Class B:

5.2.1 Class A. Class A Members shall be all Owners, with the exception of Declarant (the “**Class A Membership**”). Each Class A Member shall be entitled to one (1) vote for each Assessment Unit. When any Parcel is owned of record in the name of two or more Persons or entities, whether as fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, then there shall only be one (1) vote for each Assessment Unit to be cast by such one official representative pursuant to a written notification to the Secretary of the Association providing the name of such individual. The vote of each official representative shall be considered to represent the will of all the Owners of that Parcel. Should multiple Owners of a Parcel fail to designate their official representative, the Association may accept the Person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification the Owner may not vote until the Owner(s) appoint their official representative pursuant to this Section.

5.2.2 Class B. The sole Class B Member shall be Declarant (the “**Class B Membership**”), and shall be entitled to three (3) votes for each vote the Class A Members are entitled to. The Class B Member may appoint all members of the Board during the Declarant’s Control Period (as defined herein and as specified in the By-Laws). After termination of the Class B Membership, the Class B Member shall have the right to disapprove actions of the Board as provided in the By-Laws. The Class B Membership shall cease and be converted to Class A Membership on the happening of the earlier to occur of the following events (the “**Declarant’s Control Period**”):

- (a) When ninety percent (90%) of the gross acres in the Property (excluding any Common Areas) have been sold to a Person other than the Declarant and/or its Affiliates; or
- (b) On January 1, 2070; or
- (c) At the election of the Class B Member.

## **ARTICLE 6 COVENANT FOR ASSESSMENTS**

6.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, hereby covenants and agrees, and each Owner of any Parcel by acceptance of a deed therefor whether or not it shall be so expressed in such deed is deemed to covenant and agree, as follows: to pay to the Association annual assessments and special assessments, and to comply with these covenants and restrictions, wherein costs suffered by the Association to correct violations may be assessed against particular Owners and Parcels and payment of certain enforcement penalties as provided for in this Declaration, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the Property and shall be a continuing lien upon each Parcel against which each such assessment is made. The liability for assessments may not be avoided by waiver of the use or enjoyment of the Common Areas or by the abandonment of the property against which the assessment was made. No abatement of assessment or set-off shall be claimed by reason of any failure of the Association or Board of Directors to take some action or perform

such function required to be taken or performed by the Association or the Board of Directors under this Declaration or the By-Laws, or for inconvenience where discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority. It is hereby acknowledged that from time to time an Owner of a Parcel may be a Government Authority which is subject to the payment of assessments levied hereunder but for which there shall be no corresponding power to apply or attach liens to any portion of such Owner's Parcel while such Owner, as a Government Authority, owns fee title to the Parcel.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to adequately fund the continuing yearly maintenance of the Common Areas and to enforce the covenants, restrictions and easements set forth in the Governing Documents and for such other purposes within the powers and authority of the Association.

6.3 Determination of Annual Assessments. At least ninety (90) days before the beginning of each fiscal year, the Board shall prepare a budget for such fiscal year which shall reasonably estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The budget shall reflect the sources and estimated amounts of funds to cover such Common Expenses, including any prior years' surplus, any non-assessment income unless designated for other uses by this Declaration or by agreement, and anticipated assessment income. The Board shall then establish the annual assessment and levy such annual assessment against all Parcels which are subject to annual assessments in the manner provided in Exhibit E. The budget shall not be subject to Member approval, and there shall be no obligation to call a Members' meeting to consider the budget. Approval of the budget shall be solely the responsibility and right of the Board. The Association shall then promptly notify all Members in writing of the amount, frequency, and due dates of the annual assessment for each Parcel and shall include a copy of the budget for such fiscal year (together with a comparison of estimates and actual costs incurred for the prior year) simultaneously to each Member, all at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. From time to time during the fiscal year, the Board may revise the budget for the fiscal year. Pursuant to the revised budget the Board may, upon written notice to the Members, change the amount, frequency and/or due dates of the annual assessments for each Parcel.

6.4 Special Assessments. The Board shall have the power to levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, maintenance, repair or replacement of any improvements upon the Common Areas or in connection with the Association's exercise of any rights or responsibilities herein. Special assessments may also be levied in the event that the annual assessment is insufficient to pay the Common Expenses for the fiscal year. A Special assessment may be levied by the Association against an individual Parcel for any violation of this Declaration to cover costs incurred in bringing the Parcel into compliance with the terms of this Declaration; provided, however, the Board shall give the Owner prior written notice and an opportunity to cure upon such terms provided for herein.

6.6 Failure to Approve Budget. If the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

6.7 Uniform Rate of Assessment. Both annual assessments and special assessments (except those levied against an individual Parcel for violation of this Declaration) must be fixed at a uniform rate for all Parcels. All assessments may be collected in advance of a monthly, quarterly or annual basis, provided that Declarant shall be exempt from the payment of the annual assessments upon unsold Parcels owned by Declarant for so long as Declarant shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from such assessments.

6.8 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Parcels on the first day of the month following the first meeting of the Association and establishment of the initial budget. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors.

6.9 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the maximum rate permitted by law or the rate of eighteen percent (18%) per annum. Except as otherwise set forth herein, the Association shall have a lien on the Parcel owned by an Owner for any unpaid assessments or other monies owed to the association by such Owner, and for interest, reasonable attorneys' and paralegals' fees and costs (including, without limitation, attorneys' and paralegals' fees and costs incurred on appeal, or in mediation, arbitration, administrative or bankruptcy proceedings) incurred by the Association incident to the collection of the assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the Declarant and/or the Association, and for all sums paid by the Association for taxes and on account of any mortgages, liens or encumbrances in order to preserve and protect the Association's lien. To give public notice of the unpaid assessment or other monies owed, the Association may record a claim of lien in the Public Records of Orange County, Florida, stating the description of the Parcel, and name of the Owner, the amount then due, and the due dates. The lien shall become effective upon its recordation and shall continue in effect until all sums secured by it (including sums which became due after the recording of the claim of lien and any amounts accelerated as provided in the Declaration) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment shall be entitled to a satisfaction of the lien. To the extent permitted by applicable law, the Association shall have the right to suspend voting rights of any Owner for any period during which any assessment against such Owner's Parcel remains unpaid.

6.10 Transfer of a Parcel after Assessment. The Association's lien shall not be affected by the sale or transfer of any Parcel. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all assessments, interest,



and other costs and expenses owed to the Association at the time of such sale or transfer, which are attributable to any Parcel purchased by or transferred to such new Owner

6.11 Subordination of the Lien to Mortgages. The lien of the Association for assessments or other monies owed to it, shall be subordinate and inferior to the lien of any first mortgage to an institutional lender (i.e., a bank, private equity funds, insurance company, or savings and loan association) provided such mortgage is recorded prior to the recording of a claim of lien by the Association. If the Association's lien or its rights to any lien for any such assessments, interest, expenses or other monies owed to the Association by any Owner is extinguished by foreclosure of a first mortgage held by an institutional lender or by a party making a good faith bona fide loan to the Owner of the Parcel, the subsequent Owner of the foreclosed Parcel shall not be personally liable for assessments on such Parcel due prior to such acquisition of title. Such sums shall thereafter become Common Expenses, collectible from all Owners of all Parcels subject to such assessment; provide, however, such sums shall continue to be personal obligations of the prior Owner for which the Association shall have the right to pursue an action for collection.

6.12 Exempt Property. The Common Areas, regardless of whether such lands are owned by the Association, are exempt from the payment of any assessments.

## **ARTICLE 7 GENERAL RESTRICTIONS**

7.1 Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on such Owner's Parcel which shall tend to substantially decrease the appearance of the Property as a whole or the specific Parcel.

7.2 Temporary Structures. No structure of a temporary character shall be placed upon the Property at any time; provided, however, that this prohibition shall not apply to temporary shelters used by a contractor during the construction or repair of the improvements upon the Property or temporary tents for special events conducted on or within the Property. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

7.3 Hunting. No hunting shall be permitted anywhere within the Property.

7.4 Storage Receptacles. No garbage or trash shall be placed or kept on any Parcel, except in covered containers of a type, size, and style which are pre-approved by the Design Review Board or specifically permitted under the Design Standards Manual, or as required by the applicable Government Authorities. Such containers shall be screened from view of any adjacent Parcels, Common Areas and rights-of-way, except when they are being made available for collection and then only twelve (12) hours before such collection, and twelve (12) hours after such collection, and shall be kept in a clean and safe condition with no noxious or offensive odors emanating therefrom. Rubbish, trash, and garbage must be removed from the Parcel and may not accumulate on any Parcel.

7.5 Fences. Prior to any installation of any fence or wall it must first be approved and permitted by the City, if applicable, provided that approval of the Design Review Board has been obtained as required herein. The finished side of any such fence or wall shall face toward the outside of the Parcel. No chain link fences shall be permitted on any Parcel or portion thereof, unless installed by Declarant or its Affiliates, or approved by Declarant during construction periods.

7.6 Maintenance. Each Parcel, whether occupied or unoccupied, shall be maintained reasonably clean and in all events, free from refuse, debris, unsightly growth and fire hazard.

7.7 Reconstruction. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than two (2) months (or such longer period as may be reasonably required to settle any insurance claims not to exceed more than three (3) months after the fire or casualty unless otherwise approved in writing by the Declarant or, if applicable, the Board of Directors after the expiration of the Declarant's Control Period (the "**Adjustment Period**"). Upon the expiration of the Adjustment Period, the Owner thereof shall either (i) raze or remove said destroyed or partially destroyed building or improvement and remove any debris promptly from such Parcel within thirty (30) days after the expiration of the Adjustment Period, or (ii) rebuild said destroyed or partially destroyed building or improvement and shall complete the same in a diligent and continuous manner no later than one (1) year after the expiration of the Adjustment Period.

7.8 Condition and Construction. All Parcels, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Parcel or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any Parcel, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes beyond an Owner's control.

7.9 General. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Parcels or properties owned or controlled by Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

7.9.1 erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development of the Property and disposing of the same by sale, lease or otherwise; or

7.9.2 conducting thereon its business of completing the development of the Property and disposing of the same by sale, lease or otherwise; or

7.9.3 maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Parcels.

Notwithstanding, however, any such use or activities by Declarant shall not unreasonably interfere with an Owner's use of its Parcel or the conduct of such Owner's business thereon.

7.10 Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Parcel on which a building has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall appearance, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Parcel without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Parcel nor to provide garbage or trash removal services.

## **ARTICLE 8 PROHIBITED USES**

8.1 Prohibited Uses. Declarant hereby declares, and all Owners by acceptance of a deed for all or any portion of the Property, hereby acknowledge and agree that the Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants (hereinafter referred to collectively as the "**Prohibited Uses**") such that any owner or lessee of all or any portion of the Property shall not engage in any of the following activities or uses on or within the Property (or any portion thereof) as an activity or use:

- (a) Tattoo parlor or body piercing establishment;
- (b) Adult entertainment facility (including, but not limited to, an adult book store, video store or theater primarily engaged in the sale, viewing or rental of adult or sexually explicit materials, or any nude or semi-nude entertainment facility);
- (c) Stand-alone laundry mat, flea market, pawn shop;
- (d) Sales or operations related to firearms, explosives, or weapons of any kind;
- (e) Any facility for the sale of paraphernalia for use with illicit drugs;
- (f) Any facility for the sale or display of pornographic material (as determined by community standards for the area in which the commercial parcel is located);
- (g) Any single purpose facility used for outside storage of motorized RV's, coach homes, and vessels; and

- (h) Any cell phone tower or other tower for communication services.

## **ARTICLE 9 DESIGN REVIEW**

9.1 Intent. It is the intent of this Article that the Property will be developed as a community with improvements harmonious with surrounding structures and topography; and have landscaping and other site improvements consistent with the aesthetic quality of the Lake Nona Standard.

9.2 Design Review by Declarant. Declarant shall have exclusive authority to administer and enforce the Lake Nona Standard through the provisions of the Design Standards Manual for all improvements on the Property and to review and act upon all applications for seeking approval of such improvements. Declarant's rights under this Article shall continue during the Declarant's Control Period.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to the Design Review Board. Any such delegation shall be in writing, specifying the delegated rights and responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto a decision made by such assignee.

9.3 Design Review Board. Upon Declarant's delegation, or upon expiration or termination of Declarant's rights under this Article, the Design Review Board shall assume jurisdiction over the approval of any improvements to be constructed, installed or placed on the Property, or any portion thereof, and any modifications thereto or alterations or replacements thereof. The members of the Design Review Board shall be appointed by the Declarant so long as Declarant has any rights under this Article; thereafter, the members of the Design Review Board shall be appointed by the Board and may be removed and replaced in the Board's reasonable discretion. The Design Review Board shall consist of no less than three (3) members and no more than five (5) members at a time. Members of the Design Review Board need not be Members of the Association and the Declarant or Design Review Board may charge a reasonable fee not to exceed \$700.00 to review each Submittal or re-Submittal (and any revisions thereto).

9.4 Design Standards Manual. The Declarant has prepared the Design Standards Manual (which may be amended from time to time in the reasonable discretion of the Declarant or the Design Review Board, as applicable). The Design Standards Manual shall be used as a guideline by the Owner in its selection of concepts, designs, materials and other specifications for construction on the Property and shall in no way preclude the right of the Declarant or the Design Review Board, as applicable, to disapprove any Submittal which does not conform to the provisions and general intent of the Design Standards Manual and Lake Nona Standard.

9.5 Submittals to Declarant or Design Review Board. Each Owner agrees that no grading, site work, planting or removal of plants, trees, shrubs or other landscaping materials, or construction, installation or modification of any improvements on the Property (collectively, the "**Work**") shall be commenced on such Owner's Parcel, unless and until such Owner shall

have delivered the site plan and all plans and specifications showing the foregoing, including, without limitation, the proposed site layout, foundation and framing plans, structural design, floor plans, exterior elevations, exterior materials and colors, signs, landscaping, hardscaping, drainage, lighting, utility facilities layout and screening therefore, and other features of the proposed construction (collectively, the “**Submittals**”) to Declarant or the Design Review Board, as applicable. For purposes of this Declaration the term “Submittals” shall also include all plans, drawings, plats, pictures, material samples, engineering studies, traffic studies and analysis, specifications and any other documents or information reasonably required by the Design Standards Manual or required by the Declarant or Design Review Board, as applicable. For clarity, the “Submittals” shall not include any plans and/or specifications (or any portions, components or elements of any plans or specifications) to the extent the same relate exclusively to the interior of any building(s), improvements and/or structure(s) and are not visible from the perimeter of the Parcel.

Prior to making any application to the City or any other Government Authorities for approval of any development plan or Specific Parcel Master Plan for any portion of the Property, or building permit, the Declarant or Design Review Board, as applicable, shall have approved the Submittals (as defined herein). The Declarant or Design Review Board, as applicable, may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with general intent of the Design Standards Manual, and architectural merit.

All Submittals submitted by an Owner shall comply with:

9.5.1 Any site development guidelines which may be promulgated by the Design Review Board;

9.5.2 All other recorded covenants, restrictions and easements applicable to the Property, including, but not limited to, the Governing Documents;

9.5.3 All requirements of the applicable ordinances of the City of Orlando, including, without limitation, the Southeast Sector Plan, and Land Development Code, provided that if such Submittal does not so comply, approval by the Design Review Board may be conditioned upon approval or waiver by the applicable Government Authorities; and

9.5.4 All other applicable laws and permits.

9.6 Review Process. After receipt of all required Submittals and fees, the Declarant or the Design Review Board, as applicable, shall, within fifteen (15) days after receipt of the Submittals, advise the Owner in writing, at an address specified by such Owner at the time of submission (or if none is provided at the last known address for the Owner), of (a) the approval of the Submittals, subject to Declarant’s or the Design Review Board’s right to grant or deny the Submittals as set forth herein, or (b) the disapproval of such Submittals, specifying the segments or features of the Submittals which are objectionable and suggestions, if any, for the curing of such objections. In the event the Declarant or Design Review Board, as applicable, fails to advise

the submitting Owner by written notice within the time set forth above of either the approval or disapproval of the Submittals, the Owner may give the Declarant or the Design Review Board, as applicable, written notice of such failure to respond and stating that unless the Declarant or Design Review Board, as applicable, responds within ten (10) days of receipt of such notice, approval shall be deemed granted. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Standards Manual or Lake Nona Standard unless a variance has been granted in writing pursuant to Section 9 of this Article. If construction does not commence on any Work for which approval has been granted hereunder within twelve (12) months of receipt of such approval from the Declarant or Design Review Board, as applicable, then such approval shall be deemed withdrawn and it shall be necessary for the Owner to re-submit all Submittals to Declarant or the Design Review Board, as applicable, subject to the terms hereof. The approval by the Declarant or the Design Review Board, as applicable, of any Submittals, or any other matter requiring the approval, consent, or other action of the Declarant or the Design Review Board, as applicable, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposal which may subsequently be submitted for approval or consent.

9.7 Inspection of Property. The Declarant or the Design Review Board, as applicable, shall have the right to enter upon and inspect any portion of the Property at any time prior to, during and after the construction or alteration of any Work to assure compliance with this Article.

9.7.1 Noncompliance. If, during any inspection, whether interim, final or thereafter, the Declarant or the Design Review Board, as applicable, finds that the Work is or was not performed, or is not being or was not constructed in substantial compliance with the approved Submittals; or if during subsequent inspections the Declarant or the Design Review Board, as applicable, notes that previously inspected Work is not being maintained in compliance with this Article, then the Declarant or the Design Review Board, as applicable, shall notify the Owner and the Board of Directors in writing of such noncompliance. The notice shall specify with particularity the noncompliance, and shall demand that the Owner immediately bring such Work into compliance.

9.7.2 Association Action. If correction of the noncompliance is not commenced within fifteen (15) days of such notice, or if such correction is not continued thereafter in an expeditious manner until completion, the Declarant or the Association shall be entitled to seek legal action to force the Owner to complete the construction of the Work substantially in accordance with the Submittals and to correct the Work which is not in compliance with this Article at Owner's cost and expense.

In addition, the Association may levy such fines as it may deem appropriate, in its sole and absolute discretion for violation of the provisions of this Article per day (not to exceed \$100 per day) for each day a violation continues after notification by either the Declarant or the Association which fines shall be treated as special assessments hereunder. In the event a violation of this Article occurs by an Owner, the Owner causing such continuing violation to occur shall not be entitled to make Submittals to the Declarant or the Association, as applicable, for approvals required under this Article pertaining to the Work in violation, or for any new or existing Work not in violation, until all continuing



violations of said Owner have been cured. Notwithstanding anything contained herein to the contrary, should an Owner fail to remove, restore or otherwise cure such violations hereof, Declarant, the Association or their designees shall have the right to enter the Parcel, remove the violation and restore the Parcel to substantially the same condition as previously existed or correct the Work to be substantially in accordance with the Submittals and any such action shall not be deemed a trespass. Upon demand, the Owner shall reimburse the Declarant, the Association or their designees for all costs incurred by exercising any of its foregoing rights hereunder. Additionally, the Association may assess any costs incurred in taking enforcement action under this Section, together with interest at the maximum rate then allowed by law, against the Parcel as a special assessment and shall reimburse the Declarant, if applicable, for all costs incurred hereunder.

9.7.3 Nonwaiver. If, for any reason, the Declarant or the Design Review Board, as applicable, fails to notify an Owner of any noncompliance, such failure of notice of noncompliance will not relieve the Owner from the requirement to comply with this Declaration and such compliance shall not be deemed a waiver by the Declarant or Design Review Board, as applicable.

9.8 Nonliability for Actions. Neither the Design Review Board, the Declarant, the Board, nor the Association (nor any of their members, officers, directors, employees, and duly authorized representatives) shall be liable to any Person for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the duties of the Declarant, the Design Review Board, the Board or the Association, as applicable. Neither the Declarant, the Design Review Board, the Board, nor the Association (nor any of their members, officers, directors, employees, and duly authorized representatives) shall have any responsibility for the adequacy of the approved Submittals or inspections of the Work, or be subject to any liability to the Owner of any Parcel or to any third parties in the event such approved Submittals or Work, or the design or construction represented thereby, is deficient in any manner, including without limitation, any violation of laws or any defect in the design, structural integrity, soundness or construction of any building, structure or other aspect of the Work constructed, erected, placed or installed pursuant to or in accordance with the approved Submittals. Plans, specifications and other materials submitted to and approved by the Declarant or the Design Review Board, as applicable, are reviewed and approved on the basis of aesthetic considerations only, and are not reviewed or approved for their compliance with any applicable laws, including, without limitation, any applicable building codes or zoning laws, ordinances, rules or regulations. In addition, inspections of the Work by the Declarant or Design Review Board, as applicable, are only for the purpose of determining that the Owner is causing the Work to be performed in accordance with the Submittals, so that the aesthetic considerations of concern to the Declarant or Design Review Board, as applicable, are met. An Owner, or any third party, shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Design Review Board, the Association (nor any of their members, officers, directors, employees, and duly authorized representatives), any member of the Board, or any member of the Design Review Board, for the purpose of recovering any such damages or other relief in connection with the approval of such Submittals, the inspections of the Work by the Declarant or Design Review Board, as applicable.

9.9 Variance/Waivers. The Declarant or the Design Review Board, as applicable, in its reasonable discretion, may authorize variances and/or waivers from compliance with any of the provisions of this Article or the Design Standards Manual when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations justify a variance and/or waiver, however, under no circumstances shall the Declarant or the Design Review Board, as applicable, be obligated to grant variances or waivers and no Owner shall have any right to demand or obtain a variance or waiver. Such variances or waivers may only be granted, however, when special circumstances dictate, and no variance and/or waiver shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) estop the Declarant or the Design Review Board, as appropriate, from denying a variance or waiver in other circumstances. If a variance and/or waiver is granted, no violation of this Article shall be deemed to have occurred with respect to the matter for which the variance and/or waiver was granted. The granting of such a variance or waiver shall not, however, operate to waive any of the terms and provisions of this Article for any purpose except as to the particular Parcel and particular provisions covered by the variance and/or waiver, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Parcel including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any Government Authorities. For purposes of this Section, the inability to obtain approval of any Government Authorities, the issuance of any permit, or compliance with the terms of any financing shall not be considered a hardship warranting a variance and/or waiver.

9.10 Declarant's Exemption. The Declarant and its Affiliates shall be exempt from the provisions of this Article except for the requirement to comply with the Lake Nona Standard on lands owned by the Declarant and its Affiliates. The Declarant shall not be obligated to obtain Design Review Board approval for any Work, or for any other matter which may require Design Review Board or any other approval under this Article, which the Declarant may elect to make at any time on the Property, so long as such Work complies with the Lake Nona Standard.

9.11 Performance of Work.

9.11.1 Expenses. Owner shall be solely responsible for all costs, expenses, fees and charges associated or incurred in connection with the Work, whether foreseen or unforeseen, and neither Declarant, the Design Review Board nor the Association shall have any responsibility or liability therefor.

9.11.2 Improvements. All Work to be conducted by such Owner shall be conducted in a good and workmanlike manner and in strict conformance with the Declaration and all applicable laws, permits and approvals. Any construction which does not so conform shall, if so required by Declarant or Design Review Board, as applicable, be removed or reconstructed by Owner at Owner's sole cost.

9.11.3 Permits and Approvals. Owner shall be responsible for obtaining all federal, state and local permits and approvals required for the Work or any part thereof and for filing copies of the same with the Declarant or Design Review Board prior to commencement of any work on the Owner's Parcel. Owner shall be responsible for payment of any application, impact, tap-in, deposit, hookup, connection and similar fees and charges applicable to and/or a pre-requisite for the issuance of any permits or approvals for the Work.

9.11.4 Coordination. Owner shall coordinate its construction activities with any other construction activities on adjacent properties owned by another Owner so as not to materially interfere with such other ongoing construction activities. Further, Owner shall use its best efforts to assure that the performance of any construction on its Parcel does not materially disrupt or interfere with the peaceful occupancy, business activities or traffic in, on or affecting the surrounding properties. Declarant and the Design Review Board, as applicable, may from time to time promulgate reasonable construction rules and regulations concerning, among other things, the coordination, safety and appearance of the work site during construction activities, to which Owner shall comply.

9.11.5 Stormwater Design and Runoff. Owner shall ensure that all construction on the property complies with all conditions imposed by any stormwater discharge permits applicable to the Property and employ best management practices during construction to prevent runoff sedimentation.

9.11.6 Completion. Upon approval of the Submittals for any proposed Work and commencement of any Work in furtherance thereof, Owner shall continually prosecute all Work such that the Work shall be completed within a reasonable time after commencement, not to exceed two (2) years subject to a Force Majeure Event, unless otherwise extended by Declarant or expressly authorized by Declarant in any other recorded agreement relating to such Owner's Parcel. Upon request of Declarant, Owner shall cause to be delivered to Declarant a written certificate from its architect (in form and substance satisfactory to Declarant) to the effect that the Work has been completed and installed substantially in accordance with the approved Submittals and all applicable laws, permits and approvals.

9.11.7 Force Majeure Event. A "Force Majeure Event" shall mean and refer to a delay occasioned by a cause or causes beyond the control of the party whose performance is so delayed. Such causes shall include, without limitation: moratoria, adverse weather conditions, civil commotion; war-like operations; sabotage; terrorism; governmental or judicial action/inaction, regulation, legislation, or controls (including permitting or approval delays); material shortages; or acts of God. The parties acknowledge and agree that either party's incompetence or failure to deploy reasonable resources or failure to exercise reasonable diligence to meet its obligations hereunder shall not be deemed to constitute a Force Majeure Event.

## **ARTICLE 10 INSURANCE**

### **10.1 Association Insurance.**

10.1.1 Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

- (i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Areas to the extent it has assumed responsibility for

maintenance, repair and /or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Common Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which the Board, in the exercise of its business judgment, deems advisable, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board’s best business judgment. Fidelity insurance policies shall include coverage for officers, directors and other Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance and building ordinance coverage.

Premiums for all insurance policies required hereunder shall be included in the assessments.

10.1.2 Policy Requirements. All insurance coverage obtained by the Board shall:

(i) be written with a company whose primary business is providing insurance coverage and which is authorized to conduct business in the State of Florida and which satisfied such minimum size and financial strength standards as the Board, in the exercise of its best business judgment, deems appropriate;

(ii) be written in the name of the Association as trustee for the Members.

(iii) not be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees; and

(iv) include an agreed amount endorsement, if the policy contains a co-insurance clause.

10.1.3 Owner's Insurance. By virtue of taking title to all or any portion of the Property, each Owner covenants and agrees to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Parcel, less a reasonable deductible. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on such Owner's Parcel, the Owner shall proceed to promptly repair or to reconstruct in a manner consistent with the original approved Submittals or, alternatively, the Owner shall clear the Parcel of all debris and ruins and maintain the Parcel in a neat and attractive, landscaped condition consistent with the Lake Nona Standard. The Owner shall pay all costs which are not covered by insurance proceeds. Additionally, prior to the commencement of and during the performance of any Work on the Owner's Parcel, each Owner shall keep and maintain, or cause its general contractor to keep and maintain, and provide Declarant (during the Declarant's Control Period) and Association with evidence that Owner or the general contractor of Owner has obtained, the following insurance, unless such requirement is waived in writing by Declarant and Association:

(i) worker's compensation insurance in minimum statutory amounts, as required by law;

(ii) commercial general liability insurance, including contractual liability, owner's and contractor's protective liability for a period of one (1) year after completion of the Work, in the minimum amount of One Million Dollars (\$1,000,000.00); and

(iii) builder's risk insurance in an amount equal to the actual replacement cost of the Work.

## **ARTICLE 11 GENERAL PROVISIONS**

11.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

11.2 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the Person or Persons who appear as the Owner of the Parcel on the records of the Association at the time of such mailing.

11.3 Easements. Formal language of grant or reservation with respect to any easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

11.4 Covenants Running with the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) hereof, it is the intention of Declarant as fee simple Owner of the Property that this Declaration shall constitute covenants running with the land and with title to the Property or any part thereof, or as equitable servitudes upon the land, as the case may be.

11.6 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

11.7 Dissolution of Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including the Surface Water or Stormwater Management System) shall be dedicated to an appropriate local governmental agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval upon dissolution pursuant to Chapter 617, Florida Statutes.

## **ARTICLE 12 ESTOPPEL CERTIFICATE**

12.1 Estoppel Certificate. The Association shall deliver an estoppel certificate within ten (10) days after receipt of a written request therefore, and shall have the right to collect a reasonable charge for the issuance of a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Parcel is binding upon the Association as of the date of its issuance.

## **ARTICLE 13 ENFORCEMENT**

13.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein.

13.2 Enforcement. Subject to Sections 13.5, 13.6, 13.7 and 13.8 below, the Association and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. If and as permitted by applicable Florida law, the Association shall have the right to suspend voting rights and use of Common Areas (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. Notwithstanding anything contained herein to the contrary, the Declarant and any Owner (not in violation of this Declaration) shall have the right, but not the obligation, to demand that the Association enforce any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event that the Association fails to take enforcement action within thirty (30) days after receipt of a written demand from Declarant or any Owner (not in violation of this Declaration) identifying the violator and specifying the nature of the violation, then the Declarant or Owner, as applicable, shall have all necessary enforcement rights of the Association and the Association shall reimburse the Declarant or Owner, as applicable, for all costs reasonably incurred by the Declarant or Owner, as applicable, in taking enforcement action with respect to such violation.



13.3 Enforcement by South Florida Water Management District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13.4 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner and/or its guests, invitees licensees, tenants, employees, agents or contractors to comply with any covenant, restriction, rule or regulation, provided the following are adhered to:

13.4.1 Notice. The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors or, if required by applicable Florida law, a committee appointed by the Board of Directors (herein, the “**Committee**”) at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) days’ notice of such meeting shall be given.

13.4.2 Hearing. The alleged non-compliance shall be presented to the Board of Directors or the Committee after which the Board of Directors or the Committee shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors or the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors’ or the Committee’s meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

13.4.3 Penalties. The Board of Directors (if the Board of Directors’ or the Committee’s findings are made against the Owner) may impose fines against the Parcel owned by the Owner of up to the lesser of the maximum amount permitted by applicable Florida law or the following amounts:

(a) First non-compliance or violation of a particular covenant, restriction, rule or regulation: a fine not in excess of ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

(b) Second non-compliance or violation of a particular covenant, restriction, rule or regulation: a fine not in excess of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

(c) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature of a particular covenant, restriction, rule or regulation: a fine not in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

13.4.4 Payment of Penalties. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties.

13.4.5 Collection of Fines. Fines shall be treated as special assessments subject to the provisions for such assessments provided for in Article 6.

13.4.6        Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

13.4.7        Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

13.5        Alternative Method for Resolving Disputes. The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (individually, a “**Bound Party**” and collectively, the “**Bound Parties**”) agree to encourage the amicable resolution of disputes involving the Property, without the financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Sections 6 (the “**Claims**”) to the procedures set forth in Section 13.7.

13.6        Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Property shall be subject to the provisions of Section 13.7 below.

Notwithstanding the above, unless all parties thereto otherwise agree, the following actions and proceedings shall not be Claims and shall not be subject to the provisions of Section 13.7 (collectively, the “**Exempt Claims**”):

13.6.1        any suit by the Association against any Bound Party to enforce the provisions of Article 6 regarding assessments;

13.6.2        any suit at law or in equity brought by the Association to enjoin any violation of the Governing Documents, or to recover monetary damages, or both;

13.6.3        any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

13.6.4        any suit in which any indispensable party is not a Bound Party (by way of example, this would include, without limitation, suits by the Association against Persons or entities with whom it has contracted for labor, material, or services; suits against Persons who damage the Common Area or other Association property; suits against adjacent land owners who are not within the Property; and suits or administrative proceedings against governmental entities or agencies, including proceedings involving challenges to ad valorem taxation);

13.6.5 any suit as to which any applicable statute of limitations would expire within 180 days of giving the notice required by Section 7(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

13.6.6 any counterclaim, cross-claim, or third party claim brought by the Association in proceedings instituted against it; and

13.6.7 any suit to collect any fines or other special assessments which are levied as provided elsewhere in this Declaration.

In any of the above Exempt Claims, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action, whether or not any litigation or other formal action is filed, including costs and fees on appeal.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 13.7.

13.7 Mandatory Procedures.

13.7.1 Notice. Any Bound Party having a Claim (the "**Claimant**") against any other Bound Party (the "**Respondent**") shall notify each Respondent in writing (the "**Notice**"), stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and

(iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

13.7.2 Negotiation. The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiation.

13.7.3 Mediation. If the Parties do not resolve the Claim through negotiation, the Claimant shall submit the Claim to mediation with any Association sponsored mediation services available within the Property or, if the Association is a party to the Claim, with an independent mediation agency providing services in the Orlando area. Each party shall bear its own costs of the mediation, including attorney's fees, and each party shall share equally in all fees or costs of the mediation. If the parties do not settle the Claim within thirty (30) days of submission of the matter to mediation, or within such additional time as the parties may mutually agree, mediation shall terminate. Upon such

termination, the Claimant shall be entitled to file suit or initiate administrative proceedings on the Claim, as appropriate.

13.8 Allocation of Costs of Resolving Claims. The prevailing party in any post-mediation proceeding shall be entitled to recover, its reasonable attorneys' fees and costs.

#### **ARTICLE XIV AMENDMENT TO DECLARATION**

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

(i) An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting Members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting. Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting of the Members of the Association at which a proposed amendment is to be considered.

(ii) No amendment may be adopted which materially and adversely affects the development of any Parcel or class or group of Parcels, unless the Owners so affected consent thereto or unless such amendment is made by Declarant during the Declarant's Control Period. No amendment shall change or alter any Parcel, nor increase the Owner's relative percentage of assessments, unless the record Owner of the Parcels concerned and all record holders of liens on such Parcels shall join in the execution of the amendment.

(iii) A copy of each amendment, accompanied by adopted resolution, shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be effective when said documents are so recorded.

(iv) Notwithstanding anything hereinabove set forth in this Article, Declarant reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, until such time as ninety percent (90%) of the gross acres in the Property (excluding the Common Areas) have been sold to end users other than Declaration and its Affiliates.

(v) Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

**ARTICLE 14**  
**DISCLAIMER OF LIABILITY OF ASSOCIATION**

Notwithstanding anything contained in the Governing Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons.

Each Owner (by virtue of acceptance of title to a Parcel) and each other Person having an interest in or lien upon, or making a use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or in connection with any matter for which the liability of the Association has been disclaimed in this Article.

As used in this Article, “**Association**” shall include within its meaning all of Association’s directors, officers, committee and board Members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Declarant has caused the foregoing Declaration to be executed effective as of the date set forth herein.

WITNESSES

**“DECLARANT”**

**TDCP, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
James L. Zboril, President

\_\_\_\_\_  
Print Name:\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James L. Zboril, as President of **TDCP, LLC**, a Florida limited liability company, on behalf of the company, and is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public, State of Florida



## **EXHIBIT A**

### **PROPERTY**

#### **Part A:**

That part of Sections 35 and 36, Township 24 South, Range 30 East, Orange County, Florida and that part of Sections 31 and 32, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 31; thence S89°41'29"W along the North line of said Section 31, for a distance of 30.34 feet to the POINT OF BEGINNING and the West right-of-way line of Narcoossee Road, as described in Official Records Book 10003, Page 5463, of the Public Records of Orange County, Florida, and a point on a non-tangent curve concave Northeasterly having a radius of 4595.35 feet and a chord bearing of S24°36'38"E; thence departing said North line run Southeasterly along said West right-of-way line and along the arc of said curve through a central angle of 34°11'08" for a distance of 2741.83 feet to the point of tangency; thence S41°42'12"E along said West right-of-way line and the West right-of-way line of Narcoossee Road, as described in Official Records Book 9838, Page 6700, of the Public Records of Orange County, Florida, for a distance of 2244.39 feet to the South line of lands described in Official Records Book 10345, Page 1882, of the Public Records of Orange County, Florida; thence departing said West right-of-way line run N89°42'29"W along said South line, 1208.33 feet to the Southwest corner of said lands described in Official Records Book 10345, Page 1882; thence departing said South line run S01°25'03"E along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 32, for a distance of 1429.96 feet to the Northerly right-of-way line of State Road 530 (Boggy Creek Road), as described in Deed Book 803, Page 550, of the Public Records of Orange County, Florida; thence departing said West line run S89°56'29"W along said Northerly right-of-way line, 6288.89 feet to the point of curvature of a curve concave Southerly having a radius of 1482.62 feet and a chord bearing of S83°06'59"W; thence Westerly along said Northerly right-of-way line and along the arc of said curve through a central angle of 13°39'01" for a distance of 353.22 feet to a non-tangent line and the South line of the Southwest 1/4 of said Section 31; thence departing said Northerly right-of-way line run N89°55'11"W along said South line, 16.39 feet to the Southwest corner of said Section 31; thence N89°53'32"W along the South line of the Southeast 1/4 of said Section 36, for a distance of 2413.39 feet to the South 1/4 corner of said Section 36; thence N89°51'34"W along the South line of the Southwest 1/4 of said Section 36, for a distance of 582.67 feet to the Southwest corner of lands described in Exhibit "A-1" of Official Records Document Number 20180293628, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Westerly line of said lands described in Exhibit "A-1" of Official Records Document Number 20180293628: N02°54'32"W, 23.43 feet; N02°56'31"W, 40.50 feet; N10°31'55"E, 19.23 feet; N13°49'00"W, 13.99 feet; N27°51'12"W, 22.67 feet; N27°40'52"W, 48.79 feet; N35°11'55"W, 39.62 feet; N37°04'37"W, 25.88 feet; N63°58'31"W, 30.29 feet; N45°12'25"W, 52.08 feet; N59°57'01"W, 37.07 feet; N41°47'25"W, 63.26 feet; N40°53'27"W, 61.11 feet; N14°25'58"W, 61.68 feet; N11°47'57"W, 31.95 feet; N00°12'26"W, 51.91 feet; N09°27'13"E, 27.90 feet; N04°59'15"E, 18.10 feet; N00°47'51"W, 40.60 feet; N02°56'01"W, 11.45 feet; N22°52'16"W, 15.79 feet; N39°51'50"W,

41.35 feet; N30°47'12"W, 58.55 feet; N30°09'37"W, 37.70 feet; N25°48'33"W, 52.26 feet; N30°01'37"W, 51.29 feet; N20°06'37"W, 61.62 feet; N05°30'13"E, 29.53 feet; N60°06'52"W, 32.05 feet; N63°38'30"W, 122.65 feet; N61°44'32"W, 22.33 feet; S74°48'41"W, 4.06 feet; S58°11'05"W, 11.89 feet; S71°21'30"W, 32.32 feet; S61°56'29"W, 14.64 feet; S68°37'53"W, 14.26 feet; S59°35'23"W, 31.56 feet; N27°46'12"W, 232.10 feet; N57°12'03"E, 86.92 feet; N45°26'50"E, 72.53 feet; N55°32'09"E, 39.50 feet; N45°43'06"E, 15.32 feet; N29°35'30"E, 8.22 feet; N06°46'05"W, 3.23 feet; N18°27'19"W, 9.97 feet; N32°35'32"W, 35.94 feet; N07°12'33"W, 54.23 feet; N03°26'33"E, 50.59 feet; N26°48'13"E, 57.08 feet; N27°20'33"E, 53.60 feet; N42°14'20"E, 70.79 feet; N49°17'48"E, 55.13 feet; N40°22'37"E, 40.30 feet; N22°38'23"W, 7.11 feet; N17°53'41"E, 50.12 feet; N04°09'08"E, 38.11 feet; N23°14'07"E, 46.85 feet; N28°03'37"E, 75.52 feet; N20°11'06"E, 42.29 feet; N16°54'03"E, 26.05 feet; N12°51'24"E, 22.98 feet; N05°46'28"E, 34.99 feet; N09°40'38"E, 53.46 feet; N13°00'12"E, 48.38 feet; N20°56'47"E, 54.01 feet; N23°34'13"E, 47.71 feet; N36°07'00"E, 26.94 feet; N26°52'05"W, 50.47 feet; N25°16'45"E, 115.06 feet; N49°45'47"E, 58.01 feet; N31°04'56"E, 15.90 feet; N26°43'06"E, 45.80 feet; N54°18'42"E, 38.04 feet; N30°56'28"E, 6.60 feet; N37°09'51"E, 31.30 feet; N40°52'39"E, 35.54 feet; N52°59'28"E, 30.16 feet; N50°24'05"E, 9.90 feet; N44°05'54"E, 3.60 feet; N18°35'25"E, 4.43 feet; N83°41'00"W, 214.84 feet; N29°55'01"E, 163.68 feet; S83°41'00"E, 180.39 feet; N11°17'26"E, 5.21 feet; N06°41'38"W, 25.03 feet; N10°44'08"E, 43.25 feet; N01°09'06"E, 45.43 feet; N13°27'38"E, 34.28 feet; N17°28'06"W, 8.51 feet; N16°59'56"W, 45.77 feet; N20°55'11"W, 14.39 feet; N37°01'11"W, 26.91 feet; N45°01'51"W, 45.48 feet; N39°16'24"W, 44.07 feet; N39°40'11"W, 26.60 feet; N47°17'42"W, 30.46 feet; N50°51'06"W, 30.21 feet; N60°44'35"W, 27.36 feet; N72°09'58"W, 39.32 feet; N80°56'46"W, 60.02 feet; N79°53'27"W, 100.50 feet; N87°30'12"W, 74.13 feet; N89°34'09"W, 68.89 feet; S89°53'08"W, 53.83 feet; S86°59'29"W, 34.19 feet; S72°17'52"W, 21.39 feet; S55°54'22"W, 73.26 feet; S44°14'58"W, 27.06 feet; S44°25'01"W, 47.58 feet; S49°12'41"W, 37.62 feet; S37°40'51"W, 50.44 feet; S32°15'30"W, 36.34 feet; S47°29'28"W, 67.64 feet; S78°24'33"W, 44.07 feet; S63°04'02"W, 12.95 feet; S53°33'39"W, 72.25 feet; S74°19'46"W, 43.09 feet; S71°24'20"W, 67.51 feet; N76°43'16"W, 70.18 feet; N65°18'54"W, 70.58 feet; N28°10'48"W, 26.34 feet; N51°41'38"W, 15.90 feet; N52°02'59"W, 58.12 feet; N29°11'03"W, 49.97 feet; N28°59'03"W, 59.17 feet; N28°18'05"W, 55.54 feet; N34°59'41"W, 17.99 feet; N44°34'09"W, 59.45 feet; N00°25'53"E, 18.62 feet; N47°29'23"W, 21.88 feet; N80°06'54"W, 25.40 feet; S46°54'23"W, 28.35 feet; S70°22'04"W, 50.76 feet; S66°46'56"W, 47.49 feet; S72°59'35"W, 66.64 feet; N87°44'27"W, 80.00 feet; N73°54'30"W, 107.71 feet; N75°48'19"W, 98.56 feet; N71°44'26"W, 48.05 feet; N85°29'58"W, 55.53 feet; N86°40'59"W, 31.53 feet; N86°18'43"W, 42.48 feet; N76°14'10"W, 52.66 feet; N81°07'16"W, 19.35 feet; N85°43'21"W, 29.92 feet; N83°48'52"W, 47.38 feet; N71°40'54"W, 62.14 feet; N74°13'50"W, 53.05 feet; N67°09'48"W, 13.09 feet; S83°12'03"W, 18.38 feet; N87°19'25"W, 67.26 feet; N67°25'40"W, 54.16 feet; N74°00'02"W, 35.57 feet; S88°46'32"W, 16.83 feet; S17°30'08"W, 41.53 feet; S24°38'41"W, 49.68 feet; S16°58'26"W, 39.65 feet; S37°12'15"W, 58.91 feet; S47°27'57"W, 53.79 feet; S55°34'34"W, 58.69 feet; S72°15'55"W, 108.35 feet; N65°07'28"W, 148.51 feet; N23°55'54"W, 68.65 feet; N24°24'15"W, 47.62 feet; N10°46'30"W, 49.18 feet; N01°38'38"W, 60.75 feet; N15°52'01"E, 76.15 feet; N41°54'51"E, 44.80 feet; N27°29'51"E, 48.07 feet; N33°41'45"E, 50.01 feet; N38°26'19"E, 42.98 feet; N32°13'47"W, 31.67 feet; N33°28'19"W, 58.11 feet; N35°08'01"W, 59.89 feet; N41°04'23"W, 50.26 feet; N45°51'00"W, 53.12 feet; N48°50'53"W, 50.33 feet; N52°48'44"W, 63.42 feet; N38°56'17"W, 55.57 feet; N51°42'53"W, 104.95 feet; N70°02'48"W, 13.13 feet; N72°41'51"W, 29.15 feet; N76°10'33"W, 51.73 feet; N47°30'18"W, 43.46 feet; S61°22'34"W, 41.16 feet;

N85°47'48"W, 69.29 feet; N68°33'44"W, 55.41 feet; N63°57'31"W, 34.69 feet; N70°24'47"W, 8.70 feet; N85°05'06"W, 10.90 feet; N89°34'07"W, 2.66 feet; S69°58'07"W, 14.48 feet; N20°25'04"W, 257.36 feet; N33°40'28"E, 1.80 feet; N05°49'23"W, 1.69 feet; N01°16'44"W, 33.43 feet; N54°18'22"W, 23.03 feet; N20°25'04"W, 289.67 feet; N24°42'19"E, 19.09 feet; N21°31'10"W, 23.55 feet; N22°28'16"W, 364.97 feet; N20°25'04"W, 186.89 feet; N69°34'56"E, 19.55 feet to the South line of lands described in Official Records Book 5620, Page 2323, of the Public Records of Orange County, Florida; thence departing said Westerly line run the following courses and distances along said South line: S43°02'51"E, 4.76 feet; S30°43'11"E, 669.23 feet; N52°25'43"E, 477.75 feet; N23°57'04"E, 187.38 feet; N47°13'14"E, 145.27 feet; N79°24'17"E, 105.54 feet; S47°24'25"E, 40.21 feet; S05°16'44"W, 95.72 feet; S18°23'42"E, 128.07 feet; S09°27'28"W, 270.39 feet; S70°52'06"E, 558.66 feet; S52°57'06"E, 1861.88 feet; N61°21'08"E, 269.99 feet; S87°05'06"E, 594.97 feet; S49°55'51"E, 254.99 feet; S30°30'45"E, 234.99 feet; N41°57'03"E, 684.96 feet; S38°30'26"E, 305.98 feet; N68°04'58"E, 1694.91 feet; N44°15'51"E, 829.96 feet; N00°00'16"W, 244.99 feet; N31°31'51"W, 274.99 feet; N38°13'29"E, 799.96 feet to the aforesaid North line of Section 31; thence departing said South line run N89°41'29"E along said North line, 4882.50 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Part B:

That portion of the East Half of the Northeast 1/4 lying North and West of State Road 530 in Section 1, Township 25 South, Range 30 East, in Osceola County, Florida.

**EXHIBIT B**  
**ARTICLES OF INCORPORATION**

[See Attached 10 Pages]

**EXHIBIT C**

**BYLAWS**

[See Attached 18 Pages]

**EXHIBIT D**

**COMMON AREAS**

[See Attached Sketches of Description CS# \_\_\_\_\_ – \_\_ Pages]



## EXHIBIT E

### ASSESSMENT FORMULA

1. Unless exempt from assessments as provided in the Declaration, each Parcel shall be allocated one (1) assessment unit for each gross acre or portion thereof contained in the Parcel (each an “**Assessment Unit**”).
2. To determine an Owner’s share of an assessment, the total number of Assessment Units allocated to such Owner’s Parcel(s) which are subject to such assessment shall be divided into the total amount of such assessments levied by the Association to determine the “**Assessment per Assessment Unit**”. Then, for any individual Parcel, such Parcel’s share of such assessment shall be equal to the number of Assessment Units allocated to such Parcel multiplied by the Assessment per Assessment Unit.