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**COMMUNITY DECLARATION
FOR
HERITAGE AT PLANT STREET**

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**COMMUNITY DECLARATION
FOR
HERITAGE AT PLANT STREET**

THIS COMMUNITY DECLARATION FOR HERITAGE AT PLANT STREET (this "**Declaration**") is made this ____ day of April, 2018, by M/I HOMES OF ORLANDO, LLC, a Florida limited liability company (the "**Declarant**"), joined by HERITAGE AT PLANT STREET COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. Declarant is the record title owner of the real property located in Orange County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**HERITAGE AT PLANT STREET**").
- B. Declarant hereby desires to subject HERITAGE AT PLANT STREET to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising HERITAGE AT PLANT STREET, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

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

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

"**ACC**" shall mean the Architectural Control Committee for HERITAGE AT PLANT STREET established pursuant to Section 19.1 hereof.

"**Alleyways**" shall have the meaning provided in Section 10.8.

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

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean HERITAGE AT PLANT STREET COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"**Board**" shall mean the Board of Directors of the Association.

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

"**City**" shall mean the City of Winter Garden in Orange County, Florida.

"**Code**" shall mean and refer to the Winter Garden, Florida, Code of Ordinances.

“Common Areas” shall mean all real property interests and personalty within HERITAGE AT PLANT STREET designated as Common Areas from time to time by the Declarant, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within HERITAGE AT PLANT STREET. The Common Areas may include, without limitation, the Recreational Facilities, the Wetland Conservation Areas (as defined herein), the SMS (as defined herein), the Community Subdivision Infrastructure (as defined herein), entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, private right of way, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

“Community Completion Date” shall mean the date upon which all Homes in HERITAGE AT PLANT STREET, as ultimately planned and as fully developed, have been conveyed to Owners.

“Community Standards” shall mean such standards of conduct, maintenance or other activity, if any, established by the Declarant or the ACC pursuant to Section 19.5 hereof.

“Community Subdivision Infrastructure” shall collectively mean and refer to any and all portions of the Common Area and easements dedicated on any Plat for HERITAGE AT PLANT STREET, including without limitation any and all SMS and drainage improvements, recreational tracts, drainage/retention tracts, conservation tracts, landscape and wall tracts, screening walls, and the improvements thereon, and such other subdivision infrastructure not otherwise dedicated to the public use or the City.

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

“County” shall mean Orange County, Florida.

“Declaration” shall mean this COMMUNITY DECLARATION FOR HERITAGE AT PLANT STREET, together with all amendments and modifications thereof.

“Declarant” shall mean M/I HOMES OF ORLANDO, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant also shall have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise only those rights, or shall be responsible for only those obligations, of Declarant assigned to such assignee. Additionally any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

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

Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by written notice to the Board.

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

"HERITAGE AT PLANT STREET" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

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

"Immediate Family Members" shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one (1) other person who is living with such Owner in the Home in addition to children of the Owner as an adult Immediate Family Member. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home.

"Individual Assessments" shall have the meaning set forth in Section 17.2.5 hereof.

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

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

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

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within HERITAGE AT PLANT STREET.

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

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

"Neighborhood" shall mean and refer to a group of Homes designated as a separate Neighborhood for purposes of sharing Exclusive Common Areas and/or receiving other benefits or services from the Association that are not provided to all Homes within HERITAGE AT PLANT STREET. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Homes.

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

"Neighborhood Association" shall mean any condominium association, as defined by Chapter 718, Florida Statutes, or any homeowners' association, as defined by Chapter 720, Florida Statutes, having authority to administer additional covenants applicable to a particular Neighborhood. Nothing in this Declaration requires the creation of a Neighborhood Association, and Neighborhoods may exist hereunder without a Neighborhood Association. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Association. So long as the Declarant owns any portion of HERITAGE AT PLANT STREET, no Neighborhood Association may be formed without the express written consent of the Declarant.

"Neighborhood Declaration" shall mean and refer to the declaration of covenants, conditions and restrictions applicable to a particular Neighborhood, which may include use restrictions and specific maintenance obligations applicable to such Neighborhood(s). In the event of a conflict between this Declaration and any applicable Neighborhood Declaration, the terms of this Declaration shall control except to the extent that such Neighborhood Declaration provides specific use restrictions and maintenance requirements for the Neighborhood. The lien rights provided in any Neighborhood Declaration shall be subordinate to the lien rights provided in this Declaration.

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

"Operating Expenses" shall mean all costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, the SMS (as defined herein), the Recreational Facilities (as defined herein), and the Wetland Conservation Areas (as defined herein); all amounts payable by the Association under the terms of this Declaration; all amounts payable in connection with Association sponsored social events; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; costs of utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

"Owner" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include Declarant, even after the Turnover Date.

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

"Permit" shall mean Permit No. 86291-2 issued by SJRWMD, a copy of which is attached hereto as **Exhibit 4**, as amended from time to time.

"Plat" shall mean any plat of any portion of HERITAGE AT PLANT STREET filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of HERITAGE AT PLANT STREET, as such phase is added to this Declaration.

"Public Records" shall mean the Public Records of Orange County, Florida.

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

“Rules and Regulations” shall mean the Rules and Regulations governing HERITAGE AT PLANT STREET as adopted by the Board from time to time. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

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

“SJRWMD” shall mean the St. Johns River Water Management District.

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

“Stormwater Management System” or **“SMS”** means a system that is designed and constructed or implemented to control discharges that are necessary by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution other otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code (2017) and includes those works authorized by SJRWMD pursuant to the Permit. The SMS will be part of the Common Areas and will be maintained by the Association.

“Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, designates Neighborhoods, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

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

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Title Documents” shall have the meaning set forth in Section 24.8 hereof.

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

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

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

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

“Voting Interest” shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel

located within HERITAGE AT PLANT STREET, which shall include the voting interests of the Declarant.

“Wetland Conservation Areas” shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas will be part of the Common Areas and will be maintained by the Association.

3. Plan of Development.

3.1 Plan. The planning process for HERITAGE AT PLANT STREET is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop HERITAGE AT PLANT STREET and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of HERITAGE AT PLANT STREET as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for HERITAGE AT PLANT STREET which may be supplemented by additional covenants, restrictions and easements applicable to particular Neighborhoods within any portion of HERITAGE AT PLANT STREET. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of HERITAGE AT PLANT STREET from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement for a Home within HERITAGE AT PLANT STREET shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

3.3 Site Plans and Plats. Site plans or the Plat may identify some of the Common Areas within HERITAGE AT PLANT STREET. The description of Common Areas on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as Common Areas. Site plans used by Declarant in its marketing efforts may illustrate the types of improvements that may be constructed on the Common Areas but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as this Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas.

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

3.4.1 All SFD Lots are hereby designated as the **“SFD Home Neighborhood”**; and

3.4.2 All Townhome Lots located are hereby designated as the **“Townhome Neighborhood”**.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment

receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SJRWMD. No amendment shall be effective until it is recorded in the Public Records. Any amendment to this Declaration concerning the provisions applicable to the Code shall require the prior written approval of the City.

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of HERITAGE AT PLANT STREET; (ii) additions or deletions from HERITAGE AT PLANT STREET and/or the properties comprising the Common Areas; (iii) changes in the Use Restrictions identified in Section 12 of this Declaration; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. Any amendment to this Declaration concerning the provisions applicable to the Code shall require the prior written approval of the City.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. The Association shall give Declarant sixty (60) days' prior written notice of its intent to amend this Declaration, along with their proposed written amendment by prepaid, certified mail, return receipt requested. Declarant shall be deemed to have approved such amendment if the Association does not receive a written response from Declarant within said 60-day period.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Except with respect to the City's right to approve any amendment concerning the provisions applicable to the Code, notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 of this Declaration, the Board shall have the right to amend this Declaration, from

time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

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

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

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

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

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, the SMS shall be conveyed to SJRWMD or an appropriate agency of local government and, if not accepted by such agency, the SMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, all Owners shall be jointly and severally responsible for the

operation and maintenance of the SMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

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

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

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

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

7.3.1 Class A Members. Class A Members shall be all Owners. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Association's Board of Directors. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for HERITAGE AT PLANT STREET are conveyed to Owners;

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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2017).

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

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

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

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

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of HERITAGE AT PLANT STREET for various public purposes, or to make any portions of HERITAGE AT PLANT STREET part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of HERITAGE AT PLANT STREET. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS AND ARE NOT TO BE RELIED UPON AS TRUE AND ACCURATE. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Declarant shall have the right to use and access Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

9.2 Construction of Common Areas Improvements. Declarant anticipates it will construct certain improvements as part of the Common Areas. Certain of the Common Area improvements are intended for recreational activities (collectively, the "**Recreational Facilities**"). Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including without limitation, the Recreational Facilities. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements within HERITAGE AT PLANT STREET, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including the Recreational Facilities. Declarant is the sole judge of the Common Area improvements constructed by the Declarant, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

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

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created in the form of easements, or conveyed to the Association by quitclaim deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of HERITAGE AT PLANT STREET, as modified and/or amended. The Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. EXCEPT AS OTHERWISE REQUIRED BY THE CODE, THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner granting access to their respective Lots.

9.4.2 Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

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

9.4.2.2 matters reflected on the Plat;

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

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

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

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

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

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

9.7 Delegation. Once conveyed to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association, as applicable. Notwithstanding the foregoing, the Association may delegate all or a

portion of its obligations hereunder to a licensed manager or professional management company. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

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

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

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

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

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or

trees within HERITAGE AT PLANT STREET; and (v) design of any portion of HERITAGE AT PLANT STREET. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, the Association, and all employees, directors, representatives, officers, agents and partners of the Declarant and the Association, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, any stormwater detention/retention area, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR HOME, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas within HERITAGE AT PLANT STREET, including, without limitation, use of the Common Areas by Owners, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

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

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of HERITAGE AT PLANT STREET or adversely affect the interests of Declarant. Without limiting the foregoing, Declarant and its assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within HERITAGE AT PLANT STREET, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of HERITAGE AT PLANT STREET), general office and construction operations within HERITAGE AT PLANT STREET; (iii) place, erect or construct portable, temporary or accessory buildings or structures within HERITAGE AT PLANT STREET for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of HERITAGE AT PLANT STREET; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of HERITAGE AT PLANT STREET, signs, flags, and other materials used in developing, constructing, selling or promoting the sale of any portion of HERITAGE AT PLANT STREET including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any stormwater detention/retention areas or water bodies within and/or contiguous to HERITAGE AT PLANT STREET by dredge or dragline, store fill within HERITAGE AT PLANT STREET and remove

and/or sell excess fill; and grow or store plants and trees within, or contiguous to, HERITAGE AT PLANT STREET and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising HERITAGE AT PLANT STREET.

9.10 Public Facilities. HERITAGE AT PLANT STREET may include one or more facilities that may be dedicated to the County. All roadways within HERITAGE AT PLANT STREET shall be public roadways maintained by the City and shall not be maintained by the Association. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO HERITAGE AT PLANT STREET ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

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

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

9.13 Special Taxing Districts. For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of HERITAGE AT PLANT STREET to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County, City and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Recreational Facilities.

9.14.1 General Restrictions. Each Owner, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

9.14.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable rules and

regulations from time to time governing minors' use of the Recreational Facilities, including without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities. Children under the age of fourteen (14) shall be accompanied by an adult at all times during which such minor child is using the community pool. No children wearing diapers shall be permitted in the community pool.

9.14.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner shall not allow any damage the Recreational Facilities or interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including without limitation, wallets, books and clothing left in the pool and clubhouse area.

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

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

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

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

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

9.14.5.1 such person is not an Owner or a Lessee;

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

9.14.5.3 an Owner and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.14.5.4 an Owner fails to pay Assessments due.

9.14.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner (and/or Immediate Family Member) or prohibit an Owner (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities shall be imposed after fourteen (14) days notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent child, brother, or sister of an officer, director, or employee of the Association. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

10. Maintenance by the Association. Except as may be otherwise provided in Supplemental Declaration designating a Neighborhood or a Neighborhood Declaration specifying the maintenance requirements applicable to a particular Neighborhood, the following provisions shall relate to all Lots and Homes within HERITAGE AT PLANT STREET:

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

10.2 Landscape Maintenance.

10.2.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot to the extent provided in this Section 10.2.1. The Association's landscape maintenance responsibilities include trimming, mowing, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Unless otherwise provided in a Supplemental Declaration for a Neighborhood, the cost associated with such landscape maintenance and maintenance of the irrigation facilities shall be deemed part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs. The Association also shall be responsible for the repair and replacement of damaged piping or valves that comprise the irrigation system of the Owner's Lot, or for any other maintenance of the irrigation system for any reason, except for maintenance required by Owner negligence. The Association shall have access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility

for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

10.2.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section 10.2 if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Declarant, with the approval of the ACC, then such Owner shall be solely responsible for the maintenance of such modified landscaping.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN HERITAGE AT PLANT STREET MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN HERITAGE AT PLANT STREET. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE APPLICABLE NEIGHBORHOOD, AND EACH OWNER OF A LOT IN THE APPLICABLE NEIGHBORHOOD SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.3 Roadways. All roadways within HERITAGE AT PLANT STREET shall be public roadways maintained by the City and shall not be maintained by the Association. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO HERITAGE AT PLANT STREET ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE ASSOCIATION AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

10.4 Adjoining Areas. Except as otherwise provided herein, the Association shall maintain those drainage areas, swales, parking areas, water body slopes and banks, and landscape areas that are within the Common Areas; provided, that, such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

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

10.6 Right of Entry. Declarant and the Association are granted a perpetual and irrevocable easement over, under and across all of HERITAGE AT PLANT STREET for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this

Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of HERITAGE AT PLANT STREET if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.7 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain landscaping, irrigation systems, community identification/features and/or other areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of HERITAGE AT PLANT STREET. Such areas may abut, or be proximate to, HERITAGE AT PLANT STREET, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.8 Alleyways. HERITAGE AT PLANT STREET shall include "Alley Tracts" depicted on the Plat (the "Alleyways"). The Association at all times shall have the exclusive right and obligation to maintain, repair, and replace the Alleyways. The Association shall perform any such maintenance, repairs or replacement of the Alleyways at the Board's discretion and the costs of any such maintenance, repair or replacement shall be part of the Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Alleyways shall in no event be deemed a waiver of the right to do so thereafter. All Alleyways and any improvements or related facilities located therein shall be for the benefit and use of (i) the Declarant for the purpose of exercising all powers and easements reserved herein; (ii) all current and future Owners of all or any portion of HERITAGE AT PLANT STREET, for the purposes of access to and from public streets and Lots lying adjacent to such Alleyways; (iii) the Association, their agents and/or assigns, for the purpose of exercising all powers, easements and responsibilities provided herein; and (iv) the County and its employees and agents solely for the purpose of performing municipal and government functions reasonably necessary to provide for and protect the health, safety and welfare of HERITAGE AT PLANT STREET and Owners, as well as such Owner's guests and invitees, including but not limited to police, fire and emergency medical services.

10.9 Right-of-Way. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation, trees and landscaping located in the public right-of-way adjacent to any Common Areas (if any). Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs. The cost associated with any such maintenance of the trees and landscaping located in the public right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses.

10.10 Paved or Concrete Surfaces. The Association shall be responsible to maintain the walkways and sidewalks comprising part of any Lot. The Association shall perform any such maintenance, repairs or replacement of the sidewalks and walkways at the Board's discretion and the costs of any such maintenance, repair or replacement shall be part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs. In the event the County, City or any of their subdivisions, agencies, and/or divisions must remove any portion of an Owner's sidewalk or walkway for the installation, repair, replacement or maintenance of utilities, then the Association shall replace or repair the sidewalk or walkway at such Owner's expense and the costs incurred shall be assessed against the Owner as an Individual

Assessment. Further, each Owner agrees to reimburse Association, any expense incurred in repairing any damage to such sidewalk or walkway caused by such Owner's negligence.

10.11 Master Metered Irrigation Water. The costs associated with irrigation water usage for all Lots shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of irrigation water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME HOMES WITHIN HERITAGE AT PLANT STREET MAY USE MORE OR LESS IRRIGATION WATER THAN OTHER HOMES WITHIN HERITAGE AT PLANT STREET. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.12 Perimeter Walls/Fences. The Declarant may install perimeter walls or fences within HERITAGE AT PLANT STREET (the "**Perimeter Walls/Fences**"). The Association at all times shall have the exclusive right and obligation to maintain, repair, replace any Perimeter Walls/Fences within HERITAGE AT PLANT STREET, including Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning the interior of any Perimeter Walls/Fences, or portion thereof, located on Owner's Lot. . The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

10.13 Neighborhood Maintenance. With respect only to the Townhome Neighborhood, the Association shall be exclusively responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

10.13.1 Painting. The Association shall paint all exterior painted portions of Homes located within the Townhome Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with such exterior painting shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs.

10.13.2 Roofs. The Association shall repair and replace roofs of Homes located within the Townhome Neighborhood, including shingles, and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. The cost associated with any such roof repair and replacement shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs.

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

11. Maintenance by Owners. Except as otherwise provided in Section 10 of this Declaration, each Owner shall maintain his or her Lot and Home, including without limitation all structural components, comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of HERITAGE AT PLANT STREET, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration. In the event Lots and Homes are not maintained by the Owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the

maintenance obligations on behalf of the Owner.

11.1 Right of the Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.2 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots located in the SFD Home Neighborhood:

11.2.1 Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground.

11.2.2 Shrubs. All shrubs are to be trimmed as needed.

11.2.3 Grass.

11.2.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

11.2.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.2.3.3 St. Augustine Grass. Subject to applicable law, only St. Augustine grass (i.e. Floratam or a similar variety) is permitted in the front yards and side yards, including side yards facing a street.

11.2.4 Mulch. Mulch shall be replenished as needed on a yearly basis.

11.2.5 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SJRWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

11.2.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.

11.2.7 Irrigation. Every Owner shall be required to irrigate the grass and landscaping located on their Lot in a routine and ordinary manner, as may be permitted by SJRWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components will be the sole responsibility of the record title Owner of the respective Lot. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

11.2.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.2.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.3 Landscaping, Drainage and Irrigation. No sod, topsoil, tree, shrubbery or other landscaping shall be removed from any Lot by any Owner, and no irrigation facilities shall be removed, modified or tampered with by any Owner. Further, there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas that results in any change in the flow and drainage of surface water that the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

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

11.5 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Homes in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.6 Water Mains. In the event the County, City or any of their subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County or City. In the event an Owner does not comply with this Section 11.6, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11.6, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 11.6.

11.7 Lot Walls/Fences. Each wall or fence installed by Declarant, any part of which is placed on a dividing line between separate Lots, shall constitute a "Lot Wall/Fence." Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.7.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing his Lot. Except as provided in this Section 11.7, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.7.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

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

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

11.7.2.3 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any wall; and

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

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

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

11.7.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 11.8 shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

11.8 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls are improved with a finish material composed of stucco or cementitious coating (collectively, "**Stucco/Cementitious Finish**"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section 11.8, and they should be completed in a timely fashion to prevent any damage to the Home.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within HERITAGE AT PLANT STREET, except for any Lots owned by the Declarant; provided however, a Neighborhood Declaration, or Supplemental Declaration designating a Neighborhood, may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Each Owner must comply with the following:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within HERITAGE AT PLANT STREET for commercial purposes. Other than swine, poultry, or pets that become a nuisance, Owners may keep domestic pets as permitted by County and City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. No bookkeeping activities shall be permitted within HERITAGE AT PLANT STREET. Pets permitted by this Section 12.2 may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet.

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

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents.

12.4.1 Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of HERITAGE AT PLANT STREET or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area. To the extent HERITAGE AT PLANT STREET has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in HERITAGE AT PLANT STREET except during the period of a delivery of goods or the provision of services. Roadways within HERITAGE AT PLANT STREET shall be public roadways and shall not be maintained or regulated by the Association. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR HOME ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING AND USAGE OF PUBLIC ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL AUTHORITY AND THE ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT.

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

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within HERITAGE AT PLANT STREET except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (i.e. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within HERITAGE AT PLANT STREET. For any Owner who drives an automobile issued by the County, City or other governmental entity (i.e. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally no ATV or mini motorcycle may be parked or stored within HERITAGE AT PLANT STREET, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or

removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. THE ROADWAYS WITHIN HERITAGE AT PLANT STREET ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN HERITAGE AT PLANT STREET.

12.4.5 Golf Carts. Golf carts may be operated within HERITAGE AT PLANT STREET so long as HERITAGE AT PLANT STREET meets the Chapter 74 Code of Ordinances of the City of Winter Garden, as may be amended from time to time. By acceptance of a deed to a Lot each Owner acknowledges the Declarant and the Association shall have no responsibility or liability to such Owner, members of his or her family, guests or invitees, because of any damage or injury caused to Owner, his or her family, guests, invitees, licensees, employees, and agents, or to property of Owner, his or her family, guests, invitees, licensees, employers, and agents from the use of golf carts within HERITAGE AT PLANT STREET. By acceptance of a deed to any Lot each Owner waives any claims or causes of action which he or she, his or her family, guests, invitees, licensees, employees, or agents may have against the Declarant and the Association arising out of such personal injury or property damage. By acceptance of said deed to a Lot, each Owner acknowledges that he or she knows and appreciates the nature of all risks both apparent and latent associated with living within HERITAGE AT PLANT STREET as it relates to the use of golf carts and expressly assumes the risks of personal injury or property damage that may occur in connection with such risks.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association or a Neighborhood Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, and administrative offices of Declarant, no commercial or business activity shall be conducted within HERITAGE AT PLANT STREET, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within HERITAGE AT PLANT STREET. No solicitors of a commercial nature shall be allowed within HERITAGE AT PLANT STREET, without the prior written consent of the Association. No day care center, "half way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of Declarant.

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

LOTS IN HERITAGE AT PLANT STREET AND THE RESIDENTIAL ATMOSPHERE THEREOF.

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

12.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities in the front and side yards of a Lot, but such facilities shall be permitted in the rear yard.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, and weather vanes shall be installed or placed within the front or side yards of HERITAGE AT PLANT STREET without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through HERITAGE AT PLANT STREET). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2017), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of HERITAGE AT PLANT STREET complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and facilities, which may be comprised of swales, pipes, pumps, Detention/Retention Areas Slopes, or other improvements (the "**Drainage Improvements**"), may be part of the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association; however, the Association shall have no responsibility for grass and landscape maintenance which shall be maintained in accordance with Section 11 of this Declaration. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that installed such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the Association's maintenance requirements and

responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. In addition to ACC approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

12.15 Fuel Storage. No fuel storage shall be permitted within HERITAGE AT PLANT STREET, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

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

12.17 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

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

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

12.20 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2017), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of HERITAGE AT PLANT STREET. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of HERITAGE AT PLANT STREET shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of HERITAGE AT PLANT STREET is permitted. No firearms shall be discharged within HERITAGE AT PLANT STREET. Nothing shall be done or kept within the Common Areas or any other portion of HERITAGE AT PLANT STREET, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

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

12.25 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ACC to the Owner of applicable Lot, or to the Neighborhood Association, in the event the Neighborhood Association is responsible for painting the exterior of Homes pursuant to a Neighborhood Declaration.

12.26 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of HERITAGE AT PLANT STREET, which is unsightly or which interferes with the comfort and convenience of others.

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

12.28 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the Lot, or to the Neighborhood Association, in the event the Neighborhood Association assumes such responsibility pursuant to a Neighborhood Declaration. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be in compliance with the Community Standards.

12.29 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of HERITAGE AT PLANT STREET. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.30 Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the ACC. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards.

12.31 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of HERITAGE AT PLANT STREET, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances of the County and City and all setback and location criteria contained in this Declaration.

Declarant and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within HERITAGE AT PLANT STREET such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.32 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of HERITAGE AT PLANT STREET without the prior written consent of the ACC and then only if permitted by the Community Standards.

12.33 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained, except as authorized by the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

12.34 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or

development permits applicable to HERITAGE AT PLANT STREET, without the prior written approval of Declarant, which may be granted or denied in its sole discretion.

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

12.36 Swimming, Fishing, Boating and Docks. Swimming and fishing is prohibited within any of the stormwater detention/retention areas within the boundaries of HERITAGE AT PLANT STREET. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any water body.

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

12.38 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its guests, Lessees and invitees.

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

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

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

12.42 Window Treatments. Window treatments that may be viewed from the roadway shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) month after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars, awnings or canopies shall be placed on the exterior of any Home. No shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC and in accordance with the Community Standards. No reflective tinting or mirror finishes on windows shall be permitted. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

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

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance. The Association shall maintain the following insurance coverage:

14.1 Insurance.

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

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

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

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not Association owns title thereto.

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

14.1.6 Neighborhood Insurance. The Board may authorize, if so specified in a Supplemental Declaration applicable to any Neighborhood, the Association to obtain and maintain property insurance on insurable improvements within such Neighborhood which insurance shall comply with the requirements of this Section 14.1 and liability insurance in such amount as the Board determines appropriate. Premiums for insurance on Exclusive Common Areas or Homes within a Neighborhood may be included in the Neighborhood Expenses of the Neighborhood to which such Exclusive Common Areas are assigned or in which such Homes are located, unless the Board determines that other treatment of the premiums is more appropriate.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Except as otherwise provided in a Neighborhood Declaration, or Supplemental Declaration designating a Neighborhood, each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies

with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of HERITAGE AT PLANT STREET.

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

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

14.3 Fidelity Bonds. If available, a blanket fidelity bond shall be obtained for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager,

such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment.

14.4 Association as Agent. The Association is irrevocably appointed agent for each Owner with respect to each Owner's interest in the Common Areas for the purpose of adjusting all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

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

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

14.7 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

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

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

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, its Immediate Family Member, Lessees, guests and invitees, and every owner of an interest in HERITAGE AT PLANT STREET shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended;

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

15.1.3 The right of the Association to suspend rights hereunder, including without limitation voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2017);

15.1.4 The right of the Association to suspend the right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessment levied against that Owner remains unpaid;

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

15.1.6 The right of Declarant and/or the Association to modify the Common Areas as

set forth in this Declaration;

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

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

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

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

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and its nominees, over, upon, across, and under HERITAGE AT PLANT STREET as may be required in connection with the development of HERITAGE AT PLANT STREET, and/or other lands designated by Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, or any portion of HERITAGE AT PLANT STREET, and/or other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within HERITAGE AT PLANT STREET for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges construction vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Expenses. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Association on account of Declarant's use of the Common Areas. Declarant may market other residences and commercial properties located outside of HERITAGE AT PLANT STREET from Declarant's sales facilities located within HERITAGE AT PLANT STREET. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 21 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

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

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

relieve any Owner from its responsibilities and obligations provided herein.

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

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

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across HERITAGE AT PLANT STREET (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Declarant, the Association, SJRWMD, the County, the City and/or any federal agency having jurisdiction over HERITAGE AT PLANT STREET over, across and upon HERITAGE AT PLANT STREET for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, (ii) landscaping of the SMS, (iii) as required by the County, the City or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress exists over, across and upon HERITAGE AT PLANT STREET for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, swales, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of HERITAGE AT PLANT STREET and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through HERITAGE AT PLANT STREET and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

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

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

16. City of Winter Garden Requirements and Declarant Disclosures.

16.1 Initial Community Subdivision Infrastructure Report/Declarant's Pre-Turnover Requirements.

16.1.1 Reporting Requirements. Pursuant to Section 110-155 of the Code, prior to the

point in time in which certificates of occupancy have issued for seventy percent (70%) of the platted Lots within HERITAGE AT PLANT STREET and before Turnover, whichever occurs first, the Association shall retain the services of a Florida registered engineer experienced in subdivision construction to inspect the Community Subdivision Infrastructure (which Community Subdivision Infrastructure includes the Common Area and improvements thereon), and prepare a report recommending the amount of scheduled maintenance and unscheduled repair for the subsequent five (5) years that likely will be needed for each component of the Community Subdivision Infrastructure (specifically, at a minimum and as may be applicable, providing for the roads, street lights, sidewalks, and SMS, which includes without limitation, the stormwater detention/retention areas and underdrains), which recommends the amounts of money that should be deposited each year in the Routine - Community Subdivision Infrastructure - Maintenance Account and the Capital - Community Subdivision Infrastructure - Reserve Account, determining whether the existing Capital - Community Subdivision Infrastructure - Reserve Account balance is adequate to provide for restoration or replacement of the infrastructure by the end of its estimated economic life, and determining what repairs, if any, are needed prior to Turnover. The Association shall pay the cost associated with the preparation of the initial Community Subdivision Infrastructure report, and the Association may pay such cost from the Routine - Community Subdivision Infrastructure - Maintenance Account. The report must be signed and sealed by the engineer, certified to the Association and provided to all owners of Lots, blocks, and tracts, within HERITAGE AT PLANT STREET and the City engineer within fifteen (15) days after its completion. In the event Turnover occurs more than one (1) year after the initial Community Subdivision Infrastructure report is prepared, then before the occurrence of Turnover an update of the initial Community Subdivision Infrastructure report shall be obtained and provided in the same manner as the initial Community Subdivision Infrastructure report. Any needed repairs or replacements identified by the report shall be completed by the Declarant, at the Declarant's sole expense, prior to Turnover. Prior to Turnover, the Declarant shall fund or cause the funding of the Routine - Community Subdivision Infrastructure - Maintenance Account and the Capital - Community Subdivision Infrastructure - Reserve Account to cover any deficiencies in account balances. Not sooner than fifteen (15) days and not more than forty-five (45) days prior to Turnover, the Declarant shall submit a sworn affidavit along with supporting documentation to the Association and the City evidencing Declarant's compliance with the Turnover-related requirements of this Section 16 and Chapter 110, Article III of the Code.

16.1.2 Declarant's Funding Requirements. Prior to Turnover, the Declarant shall fund or cause the funding of the Routine - Community Subdivision Infrastructure - Maintenance Account and the Capital - Community Subdivision Infrastructure - Reserve Account required by Section 16.7 of this Declaration to cover any deficiencies in account balances. Not sooner than fifteen (15) days and not more than forty-five (45) days prior to Turnover, the Declarant shall submit a sworn affidavit along with supporting documentation to the Association and the City evidencing Declarant's compliance with the requirements of Section 16.1.2.

16.1.3 Warranty Guarantee Agreement. Prior to Turnover and prior to the issuance of certificates of occupancy for ninety percent (90%) of the platted Lots within HERITAGE AT PLANT STREET, the Declarant shall execute and deliver to the City a two (2) year warranty guarantee agreement with the City along with security in the form of a bond, irrevocable letter of credit or cash deposit covering the private Community Subdivision Infrastructure, in a form approved by the City attorney, and naming the City as primary beneficiary and the Association as a third-party beneficiary. The warranty guarantee shall provide for Declarant's guarantee of all such improvements, including its materials, workmanship, structural integrity, and functionality, and require Declarant's repair, replacement and correction of damage and defects to such improvements found within the warranty period. The warranty guarantee period shall commence from the estimated date of Turnover and end two (2) years thereafter. The maintenance bond or irrevocable letter of credit shall be in an amount equal to twenty (20) percent of the then current estimated costs to construct the Community Subdivision Infrastructure, which amount shall be subject to City engineer review and approval.

16.1.4 Remedies. If Turnover occurs and the foregoing requirements of Section 16.1.1, 16.1.2, and 16.1.3 have not been fulfilled, the rights of the City, the Association, any of the Association's members, and any Owners to enforce these requirements against the Declarant shall survive the Turnover, with the prevailing party to be entitled to attorneys' fees and costs against the non-prevailing party. Notwithstanding the foregoing and without limiting the City's remedies, the City shall be entitled to withhold the issuances of certificates of occupancy and building permits for improvements within HERITAGE AT PLANT STREET until such time as the provisions of this Section 16.1 are met.

16.2 Subsequent Community Subdivision Infrastructure Reports and Maintenance. Pursuant to Section 110-156 of the Code, the Association shall obtain an inspection and written report of the Community Subdivision Infrastructure (which Community Subdivision Infrastructure includes the Common Area), by a Florida registered engineer experienced in subdivision construction at least once every five (5) years after the initial engineer's inspection. Using good engineering practice, and in accordance with standards that may be established and revised from time to time by the Association, or in accordance with such standards as the Association's engineer may determine to be appropriate, the inspection shall determine and the written report shall document the level of maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next five (5) years in Routine - Community Subdivision Infrastructure - Maintenance Account to pay for such maintenance and repair, and any repairs then needed and determining whether the existing Capital - Community Subdivision Infrastructure - Reserve Account balance is adequate to provide for restoration or replacement of the infrastructure by the end of its estimated economic life. The report must be signed and sealed by the engineer, certified to the Association, and provided to all owners of Lots, blocks, and tracts within HERITAGE AT PLANT STREET within fifteen (15) days after its completion. Within one hundred eight (180) days of receipt of each five (5) year report, the Association shall complete all remedial work identified and recommended by the engineer. A completion report, signed, sealed, and certifying that said remedial work has been completed, shall be submitted to the City ninety (90) days thereafter.

16.3 Property Taxes. Owners shall receive no discount in property taxes or any other tax or fee because of the retention or private ownership of the Community Subdivision Infrastructure.

16.4 Failure to Maintain. The City shall have the right, but not the obligation, to access, maintain, repair, replace, and otherwise care for or cause to be cared for, any and all Community Subdivision Infrastructure. Further, the City has the right, but not the obligation, to cause to be prepared any report, study, or inspection required by this Declaration or the Code if the Association fails to obtain such reports, studies, or inspections required by this Declaration or the Code in the time provided. In the event the Community Subdivision Infrastructure (or any portion thereof) is not maintained, repaired, or replaced in accordance with the standards of the Code, good engineering practices, or become a nuisance, or Association accounts relating to the Community Subdivision Infrastructure are not properly funded, or the required reports, studies, or inspections are not obtained in the time provided, or in the event the City exercises the aforementioned right, the Association, jointly and severally together with each of the Owners on a pro-rata basis (i.e. per Lot) shall be responsible for payment of the cost of such maintenance, repair, replacement and care provided by the City or its contractors and agents and the cost of preparing said reports, studies, or inspections, plus administrative costs and attorneys fees incurred by or for the City. The City shall have a lien upon the Association property and each Lot to secure the personal obligation of the Association and each Owner thereof for any unpaid fees and costs resulting from the foregoing. Such lien shall also secure reasonable attorney's fees and other costs incurred by the City incident to the collection of such fees and costs of enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records and shall be effective from and as of the time of such recording. The City may take such action or actions as it deems necessary to collect said fees and costs as may be permitted by law, including, but not limited to, an in personam action, lien, foreclosure, or special assessment. Neither the rights provided for herein nor the City's exercise of said rights, shall impose any obligation on the City to maintain, repair, replace or otherwise care for the Community Subdivision Infrastructure, or any portion thereof, or cause to be prepared any studies, reports or inspections.

16.5 Default. Upon any default by the Association or the Declarant of any requirement of Chapter 110, Article III of the Code or this Section 16, the City, at its option (and without limiting its remedies) and after due notice of its declaration of a default and a reasonable time to cure, may utilize all Association monies on deposit in the Routine-Community Subdivision Infrastructure-Maintenance Account and the Capital-Community Subdivision Infrastructure Reserve Account or, if no monies exist or if an insufficient amount exists, using such other revenues or financing methods as the City may elect, including, but not limited to, special assessments against all of the Lots. No portion of this Declaration shall endorse, allow, or sanction the violation of the Code, ordinances or resolutions of the City or any statute or law. In all respects, the Association and Declarant shall comply with, and HERITAGE AT PLANT STREET is subject to, the Code, including, but not limited to, Article III of Chapter 110 of the Code pertaining to subdivision procedures. The City shall have the right to enforce against the Association and Declarant the requirements of this Section 16 and the provisions of the Declaration required in this Section 16. Further, without limiting the foregoing, upon any default by the Declarant of any requirement of this Section 16, the City shall be entitled to withhold the issuance of certificates of occupancy and building permits for improvements within HERITAGE AT PLANT STREET and withhold the issuance of development orders, certificates of occupancy, and building permits for any other project for which the Declarant is the developer of record until such time as the default is cured.

16.6 Transfer to Governmental Entity. Any transfer of any portion or component of the Community Subdivision Infrastructure (including the property on which the said Community Subdivision Infrastructure is located) to the City or other governmental entity is prohibited without the concurrence of the City or applicable governmental entity and two-thirds (2/3's) of the total Voting Interests.

16.7 Required Accounts. In addition to such other reserve funds maintained by the Association, the Association shall establish and maintain the following accounts in compliance with the restrictions and requirements set forth in section 110-157 of the Code regarding that account:

16.7.1 Routine - Community Subdivision Infrastructure - Maintenance Account. Monies on deposit in the Routine-Community Subdivision Infrastructure-Maintenance Account, including any investment earnings, shall be used only for routine maintenance and repair of the Common Area improvements, the SMS, street lights, curbing, walls, sidewalks, subdivision signage, and other Community Subdivision Infrastructure. The Association must deposit each year into the Routine-Community Subdivision Infrastructure-Maintenance Account an amount of money sufficient to perform all scheduled maintenance and unscheduled repair of the Community Subdivision Infrastructure during the subsequent year. The amount deposited, when added to investment earnings, must be no less than the amounts estimated under section 16.7.3 until the reports required under sections 16.1 and 16.2 are prepared, and thereafter the amount deposited must be no less than the amount recommended by the applicable engineer's report required pursuant to sections 16.1 and 16.2.

16.7.2 Capital - Community Subdivision Infrastructure - Reserve Account. Monies on deposit in the Capital-Community Subdivision Infrastructure Reserve Account, including any investment earnings, shall be used by the Association for: (a) resurfacing and related reconstruction of the Common Area roadways; (b) major repair, replacement and reconstruction of the SMS, including, but not limited to, the stormwater detention/retention areas, control structures, underdrains and conveyance systems; and (c) major repair, replacement and reconstruction of sidewalks, curbing, walls, subdivision signage, and other Community Subdivision Infrastructure improvements. Under no circumstances may the monies in the account be expended before the Declarant conveys the Community Subdivision Infrastructure to the Association. The Association must deposit each year into the Capital-Community Subdivision Infrastructure Reserve Account an amount sufficient for: (x) the Common Area roadways to be resurfaced and, as related to the resurfacing, reconstructed no less frequently than every twelve (12) years; (y) the restoration and repair or replacement of the SMS, including, but not limited to, the stormwater detention/retention areas control structures, underdrains and conveyance systems, no less frequently than once every ten (10) years; and (z) the restoration and repair or replacement of all other Community Subdivision Infrastructure, no less frequently than once every

fifty (50) years. At the end of each five (5) year Community Subdivision Infrastructure reporting period pursuant to section 16.2 of this Declaration and section 110-156 of the Code, the Association shall revise and update the estimated cost to restore, repair and replace Community Subdivision Infrastructure improvements taking into consideration actual costs incurred and expected increases in costs, and shall adjust the amount of its annual deposits to the account accordingly.

16.7.3 Initial Account Funding and Declarant Obligations. From the recording of the first Plat for HERITAGE AT PLANT STREET and up to the point in time when Turnover occurs, Declarant and its successors in interest, shall remain personally obligated to ensure that adequate funding of the Association accounts required by this Section 16 are provided, that the financial reporting requirements of this Section 16 are met and that the Community Subdivision Infrastructure is being properly maintained. Prior to the issuance of a certificate of completion for the Community Subdivision Infrastructure, Declarant shall be required to fund the Capital-Community Subdivision Infrastructure Reserve Account in an amount sufficient cover two-year's estimated deposits for such account and fund the Routine-Community Subdivision Infrastructure-Maintenance Account in an amount sufficient to cover one-year's estimated deposits for such account. For purposes of establishing deposits by the Declarant required under this subsection, deposit amounts shall be supported by a Florida-licensed engineer's evaluation of the Community Subdivision Infrastructure's economic life and cost estimate for maintenance and replacement of such infrastructure provided to the City at the Declarant's expense and such is subject to the review and approval by the City engineer. Prior to Turnover, Declarant shall fund or cause the funding of the Routine-Community Subdivision Infrastructure-Maintenance Account and Capital-Community Subdivision Infrastructure Reserve Account to cover any deficiencies in account balances as specified in Section 16.1 hereof.

16.7.4 Maintenance of Accounts. Each of the foregoing required accounts must be a separate asset account maintained separate and apart from all other funds and accounts of the Association, and for accounting purposes the Association may not commingle these accounts either with each other or with other funds and accounts of the Association. However, notwithstanding anything in the foregoing to the contrary, the monies in the foregoing required accounts may be commingled with monies in other Association accounts for banking and investment purposes, and may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for the monies within the foregoing required accounts separately and apart from all other Association monies and keep the monies within the foregoing required accounts earmarked for the purposes required by the Code and set forth herein. All earnings from the investment of monies held in the foregoing required accounts shall remain in and form a part of the principal of the respective foregoing required account.

16.7.5 Required Assessments. The obligation to collect and pay Assessments to fund the foregoing required accounts shall commence as of the date on which the City issues its certificate of completion for the infrastructure improvements for HERITAGE AT PLANT STREET. However, if no plat has been recorded for HERITAGE AT PLANT STREET as of that date, the obligation to collect and pay said Assessments shall commence as of the date the Plat is recorded in the Public Records. The Association shall impose and collect said Assessments against each platted Lot, including Lots owned or controlled by the Declarant and by any builder or homebuilder, without exception. Said Assessments must be uniform and equitable and must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to each of the required accounts. Notwithstanding the foregoing, if in the opinion of the City engineer the Community Subdivision Infrastructure has substantially deteriorated at the time a Plat is approved, the City may require an additional payment of Assessments by the Declarant to address the loss of useful life of the deteriorated Community Subdivision Infrastructure.

16.8 Financial Reporting. Each year the Association shall cause a financial report of the

required Association accounts to be performed and prepared, and a copy of the report shall be submitted to each Owner and the City within the time frame required under the "financial reporting" requirements of Chapter 720, Florida Statutes. At a minimum, the report shall confirm the existence of each of the required Association accounts and report the amounts of deposits into and expenditures from the account during the period year, along with an itemization of the expenditures from the required Association accounts. Finally, the financial report shall disclose whether any of the required Association accounts has on deposit less than the amount required under this Declaration.

16.9 Assessment Disclosure. Each Owner and holder of any interest in any Lot, Parcel, tract or other portion of HERITAGE AT PLANT STREET subject to this Declaration acknowledges and agrees that the dues and Assessments assessed, collected, and allocated, or to be assessed, collected, and allocated in the future, by or for the Association may or may not be sufficient to satisfy obligations relating to maintenance, repair and replacement of Common Area improvements, sidewalks, SMS, and retention ponds, landscaping, irrigation, lighting, signage and other private Community Subdivision Infrastructure. It is the Association and its members' duty to assess, collect, and allocate the appropriate amount of dues and assessments for such purposes. The City shall have no liability, responsibility, and obligation for the operation, maintenance, repair, and replacement of Common Area and Community Subdivision Infrastructure improvements, for any short fall in Association funding for such purposes, and concerning or arising from any provision of this Declaration or the Code, including but not limited to, the City's collection of, evaluation of and response to the reports submitted pursuant to Section 16.1 and Section 16.2 of this Declaration and Sections 110-155 and 110-156 of the Code.

16.10 No Drainage Alteration. It is prohibited to alter the grade of or original drainage plan for any Parcel, drainage easement area, Lot or tract, or change the direction of, obstruct, or retard the flow of surface water drainage, or alter or remove any berm, pipe, ditch, weir, manhole, swale, and stormwater collection, storage and conveyance system unless expressly authorized by the City. It shall be prohibited to install or construct improvements under or upon stormwater or drainage easement areas without the express authorization of the City. The City shall have the right to obtain injunctive relief, seek damages, and assess fines and liens in the amount of the cost to remedy the prohibited action (including administrative costs and attorneys' fees and costs) against the violating person or entity and any property owned by such violating person or entity; provided however, such right shall not limit the City's other available enforcement actions permitted by law or equity.

16.11 Declarant Obligations. Until Turnover and the Declarant has conveyed to the Association such land and improvements for which the Association shall have the responsibility for maintaining and repairing, including the Community Subdivision Infrastructure, Declarant shall remain jointly and severally liable to the Association and to the City, for the maintenance and repair of the Community Subdivision Infrastructure, Common Area and private amenities within the subdivision, for the adequate funding of the Routine-Community Subdivision Infrastructure-Maintenance Account and Capital-Community Subdivision Infrastructure Reserve Account, and for otherwise ensuring compliance with the provisions of the Code. If Turnover occurs and the obligations of the Declarant have not been met, the rights of the City, the Association, any of the Association's members, and any and all Owners of land within HERITAGE AT PLANT STREET to enforce such obligations against the Declarant shall survive the Turnover, with the prevailing party being entitled to attorneys' fees and costs against the non-prevailing party. Venue for any such enforcement action shall be in the Ninth Judicial Circuit of Florida, in Orange County, Florida.

16.12 Dissolution. In the event that the Association, is dissolved, in bankruptcy, or otherwise unable to fulfill its obligations as provided in the Declaration, Owners shall be liable for the costs, on a pro-rata (per Lot) basis, for the maintenance, upkeep, repair and/or replacement of any and all private easements, Common Area, rights of way and/or improvements in the event the City provides such services. This provision shall run with the land of HERITAGE AT PLANT STREET and survive the termination of the Association.

16.13 Indemnification. In the event the Community Subdivision Infrastructure, or any component thereof, including, but not limited to, any and all private areas, drainage systems (including without limitation, the stormwater detention/retention areas and underdrains), Common Area, private

roadways, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City, are not maintained, repaired, replaced, or cared for in accordance with the standards of the Code, good engineering practices, such become a nuisance, or Association accounts relating to the Community Subdivision Infrastructure and Common Area are not properly funded, Declarant (so long as the Declarant retains control of Board and the provisions of Section 16.1 of this Declaration and Section 110-155 of the Code are not completely satisfied), the Association, and the Owners, jointly and severally, shall release, defend, indemnify, and hold the City and its officers, contractors, consultants and employees harmless from any and all costs, expenses, suits, demands, liabilities, damages, injuries (including death), tort liability, or award of damages or otherwise, including attorneys' fees and costs, in connection with, related to, or arising out of the maintenance, repair, replacement, reconstruction, or care of the Community Subdivision Infrastructure, or any component thereof, by or on behalf of the City.

16.14 Turnover. Declarant shall turn over control of the Association to the Owners within the time periods required under the Code and Chapter 720, Florida Statutes (2017); provided, however, that notwithstanding anything to the contrary set forth in this Declaration or otherwise, Declarant, pursuant to and in accordance with Section 110-56 of the Code, may turnover control of the Association no sooner than the point in time at which certificates of occupancy have issued for at least seventy percent (70%) of the platted Lots within HERITAGE AT PLANT STREET.

16.15 Utility Easements. The City's rights in utility easement areas upon HERITAGE AT PLANT STREET shall be superior to all others and no utilities or other improvements shall be permitted to conflict or interfere with the City's utility improvements within such utility easement areas. The City shall only be responsible for the maintenance of utilities it accepts and/or installs within utility easements. The Declarant and the Association shall not made reservations or restrictions upon non-Common Areas which could be used for the purpose of mandating, restricting or controlling the selection of utility service providers providing utility services to Lots within HERITAGE AT PLANT STREET. The City shall have the authority to permit and regulate the use of utility easements dedicated on any Plat of HERITAGE AT PLANT STREET (or any portion thereof) to the City, the public, or to the City and the public by utility service providers for utility purposes, including for the placement, operation, maintenance, replacement and repair of utilities. For the purposes of this Section 16, the term "utility service providers" includes without limitation, entities providing water, sewer, reclaimed water, cable, internet, electric, gas, or telephone utilities or services.

16.16 Amendments. The foregoing restrictions in this Section 16 and any other provision of this Declaration referencing or affecting the City, any requirement of the Code, or any condition of any development order or permit issued by the City concerning HERITAGE AT PLANT STREET shall not be removed or amended without the prior written consent of the City Manager or his/her designee. Further, no amendments to this Declaration which are inconsistent with the Code (including without limitation Section 110-154 of the Code) or this Article shall be made without the prior written consent of the City Manager or his/her designee. The tracts owned by the City are exempt from the covenants, restrictions and conditions of this Declaration. The City shall not be subject to enforcement, regulation or assessment under this Declaration or by the Association or any Owner by virtue of the City's ownership of tracts or easements conveyed or dedicated to the City, or for any other basis. Declarant, the Association or Board interpretations of this Section 16, or any part thereof, are not binding upon the City. No modification or termination of any easement dedicated to the public, the City, or the Association (or any combination thereof) in this Declaration or on the Plat of HERITAGE AT PLANT STREET or any portion thereof shall be made without the prior written consent of the City. The City may require future amendment of this Declaration in order to have this Declaration come into compliance with the then current version of the Code as condition to a final plat or replat approval covering any phase of HERITAGE AT PLANT STREET to be platted or replatted after the execution and recording of the original Declaration, so that an amended Declaration incorporates the then current requirements of the Code and governs previously platted phases, current and future phases of development of HERITAGE AT PLANT STREET. The provisions of this Section 16 and its subparts shall be considered a restrictive covenant in favor of and enforceable by the City. Notwithstanding anything in this Declaration to the contrary, no provision of this Declaration shall restrict or prohibit the City or any other applicable government authorities from enforcement of their respective laws, ordinances, rules and regulations (as they may be amended from time to time) against

the Declarant, the Association, any Owner or others.

16.17 Insurance. The Association shall provide general liability insurance in the amount of not less than \$300,000.00 per occurrence and \$500,000.00 aggregate and name the City as an additional named insured. Such insurance shall protect the Association and the City from any claim, suit, demand or damages resulting from or related to any activity by the City within the HERITAGE AT PLANT STREET or the Community Subdivision Infrastructure and private amenities, including, but not limited to, the operation, maintenance or repair of streets, subdivision infrastructure, water, sewer and drainage facilities. The insurance shall not include any exclusion that would deny coverage from the operation of sewer lines and shall provide thirty (30) day written notice to the City prior to cancellation or modification of any insurance referred to therein. A signed certificate of insurance showing compliance with the requirements of this section, satisfactory to the City, shall be furnished to the City prior to approval of the Plat.

16.18 Conflicts. In the event of any conflict or inconsistency between the covenants, conditions, restrictions, requirements, and limitations set forth in this Section 16 and the covenants, conditions, restrictions, requirements, and limitations set forth elsewhere in this Declaration, then the covenants, conditions, restrictions, requirements, and limitations set forth in this Section 16 shall preempt and govern and control.

17. Assessments.

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

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and HERITAGE AT PLANT STREET. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

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

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

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

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"), including without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

17.2.5 Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

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

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

17.4 **Allocation of Operating Expenses.**

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in HERITAGE AT PLANT STREET conveyed to Owners or any greater number determined by Declarant from time to time. Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "**Spec Lot**") shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall Declarant pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

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

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

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

obligated to comply with any funding requirements imposed upon the Declarant by the Code (as provided in Section 16 of this Declaration).

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2017). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2017), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

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

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

17.10.1 Installment Assessments and Neighborhood Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2017). The Board may from time to time determine when the Installment Assessments and Neighborhood Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments and Neighborhood Assessments for Operating Expenses shall be collected in advance on a monthly basis.

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

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

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

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to Five Hundred and No/100 Dollars (\$500.00) (the "**Resale Contribution**"). The Resale Contribution shall not be applicable to conveyances from Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or

Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of a written request therefor from an Owner, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

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

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2017). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and

no/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, Declarant shall not be responsible for Special Assessments or Reserves. Declarant, at Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of HERITAGE AT PLANT STREET subject to this Declaration from the Assessments, provided that such part of HERITAGE AT PLANT STREET exempted is used (and as long as it is used) for any of the following purposes:

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

17.19.2 Any of HERITAGE AT PLANT STREET exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

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

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

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

18. Information to Lenders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

19.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to HERITAGE AT PLANT STREET. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within ten (10) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

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

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of HERITAGE AT PLANT STREET. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within HERITAGE AT PLANT STREET by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

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

19.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements approved by the ACC and previously constructed. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

19.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

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

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

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

the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

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

19.8.3 No later than forty-five (45) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

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

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

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

19.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

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

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

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

19.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Contractors and their employees shall utilize those roadways and entrances into HERITAGE AT PLANT STREET as are designated by the ACC for construction activities. The ACC shall have the right to require that Contractors' employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

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

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

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

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, shall, upon demand of the Association or the ACC, cause such

improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

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

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

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including without limitation the Community Standards, any improvements of any nature made or to be made by Declarant, its contractors, agents, and assigns, including without limitation, improvements made or to be made to the Common Areas, or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association.

19.19 Exculpation. Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, the Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

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

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the

provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

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

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

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

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

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

20.2.2 Commence an action to recover damages; and/or

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

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

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

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

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or, where applicable, Owners and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. The expense of

any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SMS.

20.6 **Fines and Suspensions.** The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2017), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SJRWMD.

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

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

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

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

21. **Additional Rights of Declarant.**

21.1 **Sales and Administrative Offices.** Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of HERITAGE AT PLANT STREET and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of HERITAGE AT PLANT STREET. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion

of HERITAGE AT PLANT STREET, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas, to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of HERITAGE AT PLANT STREET will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of HERITAGE AT PLANT STREET to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

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

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant outside of HERITAGE AT PLANT STREET.

21.5 [Intentionally Omitted]

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

21.7 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across HERITAGE AT PLANT STREET so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements,

permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

21.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.9 Additional Development. If Declarant withdraws portions of HERITAGE AT PLANT STREET from the operation of this Declaration, Declarant may, but is not required to, create other forms of residential property ownership or other improvements of any nature on the property withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities originally planned to be included in such withdrawn areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

21.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of HERITAGE AT PLANT STREET including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on HERITAGE AT PLANT STREET or adjacent to or near HERITAGE AT PLANT STREET, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.11 [Intentionally Omitted]

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

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

21.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA, THE CITY OF WINTER GARDEN AND/OR ORANGE COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

21.12.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN

IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

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

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

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

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

THE STATE OF FLORIDA.

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

21.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of HERITAGE AT PLANT STREET, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of HERITAGE AT PLANT STREET without Declarant's prior review and prior written consent. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in HERITAGE AT PLANT STREET by any party shall be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

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

21.20 Density Transfers. If any party shall develop any portion of HERITAGE AT PLANT STREET so that the number of Lots contained in such portion of HERITAGE AT PLANT STREET is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the such party (with respect to that Parcel) shall inure to the benefit of Declarant.

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

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

24. General Provisions.

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

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

24.3 Execution of Documents. Declarant's plan of development for HERITAGE AT PLANT STREET, including, without limitation, the creation of one (1) or more special taxing districts, may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of HERITAGE AT PLANT STREET, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to HERITAGE AT PLANT STREET or any portion(s) thereof.

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

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

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF HERITAGE AT PLANT STREET ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO HERITAGE AT PLANT STREET WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF HERITAGE AT PLANT STREET, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH

ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO HERITAGE AT PLANT STREET WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF HERITAGE AT PLANT STREET HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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

24.9 Right to Contract for Telecommunications Services. The Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of HERITAGE AT PLANT STREET. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

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

24.11 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

24.12 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents

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

25. Stormwater Management System.

25.1 General. The Association shall be responsible for maintenance of SMS in HERITAGE AT PLANT STREET. All SMS within HERITAGE AT PLANT STREET, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the SMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SMS without the prior written consent of SJRWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SMS. To the extent there exists within HERITAGE AT PLANT STREET wetland mitigation areas or stormwater detention/retention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SJRWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD.

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

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

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

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

25.1.6 SJRWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS.

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

25.1.8 If the Association shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

25.1.9 Except as permitted by the Permit, no owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat of HERITAGE AT PLANT STREET, unless prior approval is received from the SJRWMD Regulation Department.

25.1.10 Each property owner within HERITAGE AT PLANT STREET at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SMS approved and on file with SJRWMD.

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

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

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

25.4 Wetland Conservation Areas. Some Lots may abut or contain Wetland Conservation Areas, which are protected under the County Land Development Code (the "**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County. Unless authorized in writing by the County, and unless specifically conforming to the Management Plan developed and adopted by the County, Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that become established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE STORMWATER DETENTION/RETENTION AREAS IN HERITAGE AT PLANT STREET; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND

RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL STORMWATER DETENTION/RETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with HERITAGE AT PLANT STREET. Activities prohibited within the conservation areas include, but are not limited to, the following:

25.5.1 No structures of any kind may be erected;

25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

25.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

25.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

25.5.9 No Owner within HERITAGE AT PLANT STREET may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded plat(s) of HERITAGE AT PLANT STREET, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the SJRWMD; and

25.5.10 Each Owner within HERITAGE AT PLANT STREET at the time of construction of a building, residence, or structure shall comply with the construction plans for the Stormwater Management System approved and on file with the SJRWMD.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY THE SJRWMD, WHICH MAINTENANCE SHALL BE

PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 20th day of April, 2018.

WITNESSES:

"DECLARANT"

M/I HOMES OF ORLANDO, LLC, a Florida limited liability company

Pam Glassburn
Print Name: Pam Glassburn

Elizabeth Pacheco
Print Name: Elizabeth Pacheco

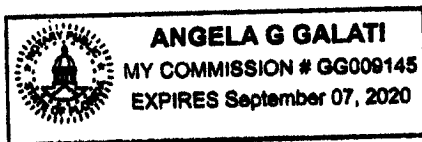
By: [Signature]
Print Name: Daniel Kaiser
Title: Vice President

[Seal]

The foregoing instrument was acknowledged before me this 20 day of April, 2018, by Daniel Kaiser, as Vice President of M/I HOMES OF ORLANDO, LLC, a Florida limited liability company, on behalf of the company who is personally known to me or who has produced NA as identification.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name Angela G. Galati



JOINDER

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20th day of April, 2018.

WITNESSES:

Pam Glassburg
 Print Name: Pam Glassburg
Elizabeth Pacheco
 Print Name: Elizabeth Pacheco

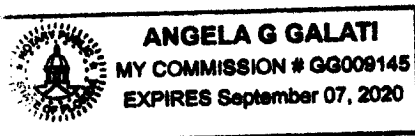
HERITAGE AT PLANT STREET COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: *Diana Cabrera*
 Name: Diana Cabrera
 Title: President

STATE OF FLORIDA)
 COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 20 day of April, 2018, by Diana Cabrera, as President of HERITAGE AT PLANT STREET COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced DA as identification.

My commission expires:



Angela G. Galati
 NOTARY PUBLIC, State of Florida at Large

Print Name: Angela G. Galati

EXHIBIT 1**LEGAL DESCRIPTION**

A parcel of land comprising a portion of Section 14, Township 22 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of aforesaid Section 14, also being a point on the South line of COURTLEA OAKS PHASE 1A, as recorded in Plat Book 35, Page 34 of the Public Records of Orange County, Florida; thence run North 89° 49' 50" East along the North line of said Southeast 1/4 of the Southeast 1/4 of Section 14, also being the South line of said COURTLEA OAKS PHASE 1A for a distance of 30.07 feet; thence departing said North line, run South 00°05'48" East, 3.52 feet; thence run North 89°05'50" East, 38.37 feet; thence run North 89°54'23" East, 41.35 Feet; thence run South 89°57'11" East, 109.48 feet; thence run South 89°51'30" East, 109.48 Feet; thence run North 89°58'28" East, 109.48 feet; thence run South 89°48'44" East, 109.48 feet; thence run South 89°57'01" East, 109.48 feet; thence run North 89°58'48" East, 109.48 feet; thence run South 89°48'50" East, 109.48 feet; thence run South 89°52'34" East, 63.36 feet to a point lying on the west right-of-way line of Perkins Street, an unrecorded right-of-way, said point lying South 00°06'41" East, 6.76 feet of the intersection of said west right-of-way line with said South line of COURTLEA OAKS PHASE 2A according to Plat Book 38, Page 78 of said Public Records; thence run South 00° 06' 41" East along the West right-of-way line of said Perkins Street for a distance of 412.19 feet; thence departing said West right-of-way line run South 89° 56' 10" West for a distance of 35.00 feet; thence run South 00° 06' 41" East for a distance of 35.00 feet; thence run South 89° 56' 10" West for a distance of 218.51 feet; thence run South 00° 00' 00" West for a distance of 269.91 feet to the point of curvature of a curve concave Westerly having a radius of 65.00 feet with a chord bearing of South 07° 16' 02" West and a chord distance of 16.44 feet; thence run Southwesterly along the arc of said curve through a central angle of 14° 32' 04" for a distance of 16.49 feet to a point of tangency; thence run South 14° 32' 04" West for a distance of 28.62 feet to the point of curvature of a curve concave Easterly having a radius of 85.50 feet with a chord bearing of South 07° 16' 02" West and a chord distance of 21.63 feet; thence run Southerly along the arc of said curve through a central angle of 14° 32' 04" for a distance of 21.69 feet to a point of tangency; thence run South 00° 00' 00" West for a distance of 19.41 feet to a point on the Northerly right-of-way line of West Orange Trail according to Official Records Book 5017, Page 3495 of aforesaid Public Records; thence run the following three (3) courses along said Northerly right-of-way line; South 79° 39' 14" West for a distance of 10.28 feet; thence run South 10° 20' 46" East for a distance of 5.00 feet; thence run South 79° 39' 14" West for a distance of 752.98 feet to a point on the East line SHOWALTER PARK according to Plat Book T, Page 6 of aforesaid Public Records; thence run the following four (4) courses along the East line of said SHOWALTER PARK; North 00° 52' 09" West for a distance of 278.83 feet; thence run North 90° 00' 00" East for a distance of 102.01 feet; thence run North 00° 37' 07" West for a distance of 10.96 feet; thence run North 01° 57' 53" West a distance of 658.86 feet to the POINT OF BEGINNING.

Contains 16.56 acres more or less.

EXHIBIT 2
ARTICLES OF INCORPORATION

EXHIBIT 3

BYLAWS

EXHIBIT 4

PERMIT

HERITAGE AT PLANT STREET
Declaration

#5409630 v5



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

February 10, 2017

David Byrnes
MI Homes of Orlando LLC
Ste 470
400 International Pkwy
Lake Mary, FL 32746-5054

SUBJECT: 86291-2
Heritage at Plant Street

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on February 10, 2017. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA

Chuck Drake, SECRETARY
ORLANDO

Ron Howse, TREASURER
COCOA

Douglas C. Bournique
VERO BEACH

John P. Browning, Jr.
EAST PALATKA

Douglas Burnett
ST. AUGUSTINE

Maryam H. Ghyabi
ORMOND BEACH

Carla Yetter
FERNANDINA BEACH

select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Chadwyck H Moorhead
Madden, Moorhead & Stokes, Inc.
Ste 260
431 E Horatio Ave
Maitland, FL 32751-7327

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 86291-2**DATE ISSUED:** February 10, 2017**PROJECT NAME:** Heritage at Plant Street**A PERMIT AUTHORIZING:**

Authorization of a Stormwater Management System for Heritage at Plant Street, a 16.86 - acre project to be constructed and operated as per plans received by the District on February 6, 2017.

LOCATION:

Section(s): 14

Township(s): 22S

Range(s): 27E

Orange County

Receiving Water Body:

Name	Class
Lake Apopka	III Fresh, IW

ISSUED TO:

MI Homes of Orlando LLC
 Ste 470
 400 International Pkwy
 Lake Mary, FL 32746-5054

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated February 10, 2017

AUTHORIZED BY: St. Johns River Water Management District
 Division of Regulatory, Engineering and Environmental Services

By:



 John Juillianna
 Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 86291-2
Heritage at Plant Street
DATED February 10, 2017

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
20. This permit for construction will expire five years from the date of issuance.
21. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

22. The proposed stormwater management system must be constructed and operated in accordance with the plans received by the District on February 6, 2017.
23. Prior to start of construction, the applicant must submit a copy of the City of Winter Garden right-of-way permit for the activity proposed within the Perkins Street right-of-way.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

David Byrnes
MI Homes of Orlando LLC
Ste 470
400 International Pkwy
Lake Mary, FL 32746-5054

This 10th day of February, 2017.



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 86291-2

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
 permit# _____. The project is located in _____ County, Section
 _____, Township _____ South, Range _____ East. The permit authorizes a surface
 water management system on _____ acres for
 _____ known as
 _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLennay, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322