CFN 20200166039
Bk 5846 Pgs 1506-1675 (170 Pgs)
DATE: 12/07/2020 01:40:10 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES $1,446.50

PREPARED BY AND RETURN TO:

James G. Kattelmann, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809

COMMUNITY DECLARATION FOR TOHOQUA RESERVE

TABLE OF CONTENTS

1. Recitals....1
2. Definitions....1
3. Plan of Development....12
4. Amendment....13
5. Annexation and Withdrawal....15
6. Dissolution....16
7. Binding Effect and Membership....17
8. Paramount Right of Declarant....19
9. Common Areas....20
10. Maintenance by the Association....31
11. Maintenance by Owners....39
12. Use Restrictions....43
13. Easement for Unintentional and Non-Negligent Encroachments....57
14. Requirement to Maintain Insurance....57
15. Property Rights....61
16. Restrictions Affecting Occupancy and Alienation....65
17. Assessments....69
18. Information to Lenders and Owners....78
19. Architectural Control....79
20. Enforcement....85
21. Additional Rights of Declarant....87
22. Refund of Taxes and Other Charges....93
23. Assignment of Powers....93
24. General Provisions....93
25. Surface Water Management System....97
26. Additional Disclosures and Restrictions....100
27. Conservation Easements....104
28. Tohoqua Community Development District....108
29. Master Declaration and Master Association Matters....112

Exhibits:

Exhibit 1 - Legal Description
Exhibit 2 - Articles of Incorporation
Exhibit 3 - Bylaws
Exhibit 4 – Permit
Exhibit 5 – Eagle's Nest Permit

COMMUNITY DECLARATION
FOR
TOHOQUA RESERVE

THIS COMMUNITY DECLARATION FOR TOHOQUA RESERVE (this "**Declaration**") is made this 4th day of December, 2020, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida (the "**Declarant**") and joined in by TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. Declarant is the owner of the real property located in the City of St. Cloud, Osceola County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**TOHOQUA RESERVE**").

B. Declarant hereby desires to subject TOHOQUA RESERVE and all right, title and interest of Declarant in TOHOQUA RESERVE to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising TOHOQUA RESERVE, 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, Declarant hereby declares that every portion of TOHOQUA RESERVE 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:

"**Access and Maintenance Easement**" shall mean any easement in TOHOQUA RESERVE dedicated, granted or reserved for access, maintenance or similar purposes on the Plat or by other recorded instrument.

"**Act**" shall have the meaning set forth in Section 16.1 hereof.

"**Age-Qualified Occupant**" shall mean a person who is fifty-five (55) years of age or older who has designated the Home as the Age-Qualified Occupant's primary residence. Occupancy as a primary residence shall be established by the mailing address for the individual, official address on file for voter registration or driver's license or other means to establish legal residency under Florida law.

"**ARC**" shall mean the Architectural Review Committee for TOHOQUA RESERVE established pursuant to Section 19.1 hereof.

"**Architectural Guidelines**" shall mean the architectural guidelines, specifications and/or other standards, if any, set forth in this Declaration, or separately established by the Declarant or the ARC pursuant to Section 19.5 hereof.

"**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 TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns. The Association constitutes a "Neighborhood Association" as defined in the Master Declaration and Declarant anticipates that Master Declarant will provide its written consent to the formation of the Association as required in the definition of "Neighborhood Association" in Section 2 of the Master Declaration by Supplement to the Master Declaration by Master Declarant to be recorded in the Public Records.

"**Association Indemnified Parties**" shall mean the Association and its officers, directors, managers, agents, employees, affiliates and attorneys and their respective 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.

"**CDD**" shall mean the Tohoqua Community Development District formed and operated to maintain portions of the TOHOQUA RESERVE pursuant to the CDD Documents.

"**CDD Assessments**" shall mean debt service and operating assessments for the CDD pursuant to the CDD Documents.

"**CDD Documents**" shall mean the organizational and operational documents for the CDD as promulgated, amended and supplemented from time to time, including, without limitation the following documents:

Ordinance #2017-57 of the Board of County Commissioners of Osceola County, Florida establishing the Tohoqua Community Development District recorded September 13, 2017 in Official Records Book 5206, Page 1935 of the Public Records.

Notice of Establishment of Tohoqua Community Development District recorded September 13, 2017 in Official Records Book 5206, Page 1940 of the Public Records.

Interlocal Agreement between Osceola County, Florida and the Tohoqua Community Development District Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices recorded November 16, 2017 in Official Records Book 5240, Page 794, and rerecorded November 27, 2017 in Official Records Book 5244, Page 1001 of the Public Records.

Final Judgment validating bonds of Tohoqua Community Development District recorded December 19, 2017 in Official Records Book 5256, Page 2579 of the Public Records.

The CDD Documents shall also include, but shall not be limited to, resolutions of the CDD authorizing construction and/or acquisition of infrastructure improvements and confirming the CDD's intention to issue special assessment revenue bonds to finance the cost of same.

"**CDD Facilities**" shall have the meaning set forth in Section 28 hereof. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT OWNED AND CONTROLLED BY THE ASSOCIATION BUT THAT SOME OR ALL OF THE CDD FACILITIES MAY BE OPERATED, MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION AS AN OPERATING EXPENSE (AND THE ASSOCIATION MAY BUDGET AND COLLECT RESERVES FOR SAME) PURSUANT TO AN AGREEMENT BETWEEN THE ASSOCIATION AND CDD AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREAS OWNED BY THE ASSOCIATION.

"**CDD Indemnified Parties**" shall mean the CDD and its officers, directors, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**CDD Tract**" shall mean any Tract within TOHOQUA RESERVE dedicated to or operated and maintained by the CDD.

"**City**" shall mean the City of St. Cloud, Florida.

"**Common Areas**" shall mean all real property interests and personalty within TOHOQUA RESERVE designated as Common Areas from time to time by the Declarant, by this Declaration, 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 TOHOQUA RESERVE. Common Areas shall also include all CDD Tracts within TOHOQUA RESERVE for which the Association has assumed operational and maintenance responsibility pursuant to an agreement with the CDD. The Common Areas may include, without limitation, Common Area Roadway Tracts, private streets and roadways within TOHOQUA RESERVE, the Recreational Facilities (as defined herein), entrance features and signs, fountains in ponds, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, Perimeter Walls/Fences, Conservation Easement Property, Private Drainage Easements, Drainage Swale Easements, Perimeter Buffer Easements, Landscape Easements, Access and Maintenance Easements, easement areas owned by others, public rights of way, Retention Areas, conservation, preserve and open space areas, irrigation facilities, sidewalks, street lights, commonly used utility facilities and manned or remotely monitored gatehouses, entrance and

exit gates and systems. Additional terms and conditions with respect to Common Areas are set forth in Section 9 below. The Master Association Common Area is not part of the "Common Area" as defined herein, and no portion of the Common Areas shall be considered part of the Master Association Common Area. Notwithstanding anything to the contrary contained herein or in the Master Declaration, neither the Master Association nor the Master Declarant shall have any obligation, responsibility or liability with respect to operation, use or maintenance of the Common Areas. 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 OR RECREATIONAL FACILITIES TO BE CONSTRUCTED BY DECLARANT OR TO BE OWNED OR OPERATED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE CDD AND SHALL COMPRISE PART OF THE CDD FACILITIES. SUCH CDD FACILITIES SHALL NOT CONSTITUTE COMMON AREAS UNLESS THE ASSOCIATION UNDERTAKES TO OPERATE AND MAINTAIN SAME PURSUANT TO AN AGREEMENT WITH THE CDD.

"**Common Area Roadway Tracts**" shall mean Common Area Tracts which contain private streets or roadways providing vehicular access to Lots or Common Areas within TOHOQUA RESERVE.

"**Community Completion Date**" shall mean the date upon which all Homes in TOHOQUA RESERVE, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

"**Conditions of Approval**" shall have the meaning set forth in Section 12.35 hereof.

"**Conservation Easements**" shall have the meaning set forth in Section 27.1 hereof.

"**Conservation Easement Property**" shall have the meaning set forth in Section 27.1 hereof. The Conservation Easement Property may be part of the CDD Facilities, but may be maintained by the Association pursuant to an agreement between the Association and the CDD.

"**Contractors**" shall have the meaning set forth in Section 19.12.2 hereof.

"**County**" shall mean Osceola County, Florida.

"**Declaration**" shall mean this COMMUNITY DECLARATION FOR TOHOQUA RESERVE, together with all amendments and modifications thereof and Supplements thereto. This Declaration constitutes a "Neighborhood Declaration" as defined in the Master Declaration. The lien rights provided in this Declaration shall be subordinate to the lien rights provided in the Master Declaration.

"**Declarant**" shall mean PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "**Declarant**"), 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 recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also 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 those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

"**Declarant Indemnified Parties**" shall mean the Declarant and its officers, directors, partners, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**Drainage Swale" and "Drainage Swale Easement**" shall have the meanings set forth in Section 15.10 hereof.

"**Duplex**" shall mean any Home constructed on a Lot which is attached to another Home on another Lot by a common Party Wall.

"**Duplex Assessment**" shall have the meaning set forth in Section 17.2.2 hereof.

"**Duplex Lot Owner**" shall mean the Owner of the Duplex Lot.

"**Duplex Lots**" shall mean Lots on which a Duplex has been constructed. Unless specifically provided otherwise, all references to Lots in this Declaration shall be deemed a reference to Duplex Lots.

"**Duplex Maintenance**" shall have the meaning set forth in Section 10.2 hereof.

"**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.

"**Enclosure Landscaping**" shall have the meaning set forth in Section 10.15.2 hereof.

"**Future Development Tract**" shall have the meaning set forth in Section 5.5 hereof.

"**Governing Documents**" shall mean the Master Association Governing Documents and Tohoqua Reserve Governing Documents.

"**Home**" shall mean a residential dwelling and appurtenances thereto, including a Duplex, constructed on a Lot within TOHOQUA RESERVE. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of 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 or Lessee and all unmarried children of the Owner or the Owner's spouse or the Lessee or the Lessee's Spouse who are Residents of the Home and are Qualified Occupants. The Owner or Lessee may designate one (1) other person who is living with such Owner or Lessee in the Home in addition to children of the Owner or Lessee as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner or Lessee as a Resident of the Home and is a Qualified Occupant.

"**Indemnified Parties**" shall mean the Declarant Indemnified Parties, the Association Indemnified Parties, the Master Indemnified Parties, and CDD Indemnified Parties.

"**Individual Assessments**" shall have the meaning set forth in Section 17.2.6 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.

"**Landscape Easement**" and "**Landscape Tract**" shall have the meanings set forth in Section 10.4 hereof.

"**Lease Agreement**" shall have the meaning set forth in Section 12.24 hereof.

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

"**Lessee**" shall mean the lessee named in any Lease Agreement with respect to a Home who is legally entitled to possession of any Home within TOHOQUA RESERVE.

"**Lift Stations**" shall have the meaning set forth in Section 9.10 hereof.

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

"**Lot Irrigation System** shall have the meaning set forth in Section 10.15.1 hereof."

"**Lot Landscaping and Irrigation Maintenance** shall have the meaning set forth in Section 10.15 hereof."

"**Master Association**" shall mean Tohoqua Master Association, Inc., a Florida non-profit corporation, and its successors or assigns.

"**Master Association Assessments**" shall mean all assessments of any character imposed on TOHOQUA RESERVE by the Master Association pursuant to the Master Declaration.

"**Master Association Common Areas**" shall have the meaning set forth in Section 29.1 below.

"**Master Association Design Review Manual**" shall have the meaning set forth in Section 29.6 below.

"**Master Association DRB**" shall have the meaning set forth in Section 29.5 below.

"**Master Association Governing Documents**" shall mean the Master Declaration, the Articles of Incorporation of the Master Association, the Bylaws of the Master Association, the Master Association Use Restrictions, the Master Association Rules and Regulations and the Master Association Design Review Manual, all as now or subsequently may be amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein. THE ASSOCIATION AND EACH OWNER WITHIN TOHOQUA RESERVE SHALL BE BOUND BY AND COMPLY WITH THE MASTER ASSOCIATION GOVERNING DOCUMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER ASSOCIATION GOVERNING DOCUMENTS AND THIS DECLARATION, THE MASTER ASSOCIATION GOVERNING DOCUMENTS SHALL CONTROL. GENERALLY, THE PROVISIONS OF THIS DECLARATION AND THE MASTER DECLARATION WHICH ADDRESS THE SAME SUBJECT MATTER SHALL ALL APPLY TO THE EXTENT SUCH PROVISIONS DO NOT DIRECTLY CONTRADICT ONE ANOTHER. IN THE EVENT THERE IS A DIRECT CONTRADICTION IN THE PROVISIONS OF THIS DECLARATION AND THE MASTER DECLARATION, THE MASTER DECLARATION SHALL CONTROL; PROVIDED, HOWEVER, IT SHALL NOT BE CONSIDERED A CONTRADICTION OR A CONFLICT TO THE EXTENT THIS DECLARATION PROVIDES ADDITIONAL RESTRICTIONS, TERMS, CONDITIONS AND DETAILS ON CONCEPTS OTHERWISE ADDRESSED IN OR CONTEMPLATED BY THE MASTER DECLARATION.

"**Master Association Rules and Regulations**" shall have the meaning set forth in Section 29.7 below.

"**Master Association Use Restrictions**" shall have the meaning set forth in Section 29.4 hereof.

"**Master Community**" shall mean all property subject to the Master Declaration, including TOHOQUA RESERVE, subject to additions and deletions thereto as permitted pursuant to the terms of the Master Declaration.

"**Master Declarant**" shall mean the "Declarant" as defined in the Master Declaration, and its successors and/or assigns to the rights as "Declarant" under the Master Declaration as provided in the Master Declaration. Currently, the Master Declarant is Tohoqua Development Group LLC, a Florida limited liability company.

"**Master Declaration**" shall mean that certain Master Declaration for Tohoqua recorded May 7, 2018 in Official Records Book 5329, Page 3 of the Public Records, as amended, modified, restated, replaced and/or supplemented from time to time, together with all exhibits and ancillary documents referenced therein.

"**Master Indemnified Parties**" shall mean the Master Declarant and the Master Association and their respective officers, directors, managers, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**Master Plan**" shall mean collectively any full or partial concept plan for the development of TOHOQUA RESERVE, as it exists as of the date of recording this Declaration, as same may be amended from time to time by Declarant, in its sole discretion, 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 TOHOQUA RESERVE, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

"**Membership**" shall mean the status of Owners and Declarant as Members of the Association.

"**Mortgagee**" shall mean the holder, including Lenders, of a mortgage encumbering a Lot or Home.

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

"**Operating Expenses**" shall mean all costs and expenses of the Association. Operating Expenses may include, without limitation, all costs of ownership, operation, and administration of the Common Areas, including the Surface Water Management System (if not operated and maintained by the CDD), Conservation Easement Property(if not operated and maintained by the CDD, the Recreational Facilities and any Landscape Tracts and Landscape Easements; all community lighting including up-lighting and entrance lighting, all amounts payable in connection with any private street lighting agreement between Association and a public utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners, if any; private garbage and trash pickup for all Homes if billed to the Association through a bulk contract; utilities; taxes; insurance; bonds; salaries; management fees;

professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; all Master Association Assessments applicable to TOHOQUA RESERVE pursuant to Section 17.25 below; and any and all costs relating to the discharge of the obligations of the Association hereunder, or as determined to be part of the Operating Expenses by the Association. 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. If any of the foregoing items identified as possible Operating Expenses are operated and maintained by the CDD as CDD Facilities and funded by CDD Assessments, the same shall not be included in Operating Expenses.

"**Owner**" or "**Member**" 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.

"**Owner Installed Landscaping**" shall have the meaning set forth in Section 10.15.4 hereof.

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

"**Party Wall**" shall have the meaning set forth in Section 11.8 hereof.

"**Perimeter Buffer Easement**" shall have the meaning set forth in Section 10.3 hereof.

"**Perimeter Walls/Fences**" and "**Perimeter Wall/Fence Easement**" shall have the meanings set forth in Section 10.10 hereof.

"**Permit**" shall collectively mean Permit No. 49-102625-P, as amended or modified, issued by SFWMD, a copy of which is attached hereto as **Exhibit 4**, as amended from time to time.

"**Person**" shall mean an individual, a corporation, a partnership, business trust, estate, a trustee, association, limited liability company, limited liability partnership, joint venture, government subdivision or agency, or any other legal or commercial entity.

"**Plat**" shall mean any plat of any portion of TOHOQUA RESERVE in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of TOHOQUA RESERVE, as such phase is added to this Declaration, or any replat of any portion of TOHOQUA RESERVE.

"**Private Drainage Easements**" shall have the meaning set forth in Section 25.1 hereof.

"**Public Records**" shall mean the Public Records of Osceola County, Florida.

"**Qualified Occupant**" shall mean any person (i) nineteen (19) years of age or older who Occupies a Home and was the original Occupant following purchase of the Home from the Declarant; or (ii) a person nineteen (19) years of age or older who Occupies a Home with an Age-Qualified Occupant.

"**Recreational Facilities**" shall have the meaning set forth in Section 9.2 hereof.

"**Reserves**" shall have the meaning set forth in Section 17.2.4 hereof.

"**Resident**" shall mean each individual who resides in any Home as their principal dwelling.

"**Retention Systems" or "Retention Areas"** shall be the portion of the Surface Water Management System designed to detain or retain water, including stormwater on a temporary basis. The Retention Systems for TOHOQUA RESERVE may include, without limitation, ponds, lakes, rivers, streams, culverts, canals, wetland areas and similar areas designed or intended to retain or detain water as part of the Surface Water Management System.

"**Rules and Regulations**" shall mean the Tohoqua Reserve Rules and Regulations and Master Association Rules and Regulations.

"**Single Family**" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Home.

"**School Board**" shall have the meaning set forth in Section 16.7 hereof.

"**Single Family Lots**" shall mean a Lot on which a Home other than a Duplex has been constructed. Unless specifically provided otherwise, all references to Lots in this Declaration shall be deemed a reference to Single Family Lots.

"**SFWMD**" shall mean the South Florida Water Management District.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, 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 for the Owners of any additional property made subject to this Declaration pursuant to Section 5.1, 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. For so long as Master Declarant owns any portion of the Master Community, Master Declarant's prior written consent shall be required for any such Supplemental Declaration, provided, however, that no consent from Master Declarant shall be required for any Supplemental Declaration that annexes property which Declarant has purchased from Master Declarant into TOHOQUA

RESERVE without creating additional classes of the Members, modifying the terms and conditions of this Declaration applicable to such annexed property or imposing additional restrictions or obligations on the annexed property as described in such Supplemental Declaration.

"**Surface Water Management System**" or "**SWMS**" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. The SWMS is comprised of a collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, lakes, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes. TOHOQUA RESERVE Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit. The Surface Water Management System will be part of the CDD Facilities and will be maintained by the CDD. The portion of the Surface Water Management System, if any, not maintained by the CDD, City or another governmental agency, shall be Common Area.

"**Telecommunications Provider**" shall mean any party contracting with the Association or Master 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.

"**Telecommunications Systems**" shall mean the systems and facilities through which a Telecommunications Provider provides Telecommunications Services.

"**Title Documents**" shall have the meaning set forth in Section 24.8 hereof.

"**TOHOQUA RESERVE**" 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. Declarant anticipates that TOHOQUA RESERVE will be designated as a separate "Neighborhood" as defined under the Master Declaration pursuant to Section 3.4 of the Master Declaration by Supplement to the Master Declaration by Master Declarant to be recorded in the Public Records.

"**Tohoqua Reserve Governing Documents**" shall mean the CDD Documents, this Declaration, the Articles, the Bylaws, the Tohoqua Reserve Rules and Regulations, the

Architectural Guidelines, and any applicable Supplemental Declaration all as amended from time to time.

"**Tohoqua Reserve Rules and Regulations**" shall mean the rules and regulations governing TOHOQUA RESERVE as adopted by the Board from time to time. The Tohoqua Reserve Rules and Regulations may be incorporated in the Architectural Guidelines or may be adopted separately by the Declarant or the Board, as applicable.

"**Tohoqua Reserve Use Restrictions**" shall mean the restrictions on the development, use and occupancy of TOHOQUA RESERVE set forth in or adopted pursuant to this Declaration, including, without limitation Section 12 hereof.

"**Tract**" shall mean and refer to any parcel, tract, unit or other subdivision of real property within TOHOQUA RESERVE that is not contemplated to be improved with the construction of a Home.

"**Turnover**" shall have the meaning set forth in Section 7.3.1.2 hereof.

"**Turnover Date**" shall mean the date on which Turnover (the 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.

"**Use Restrictions**" shall mean the Tohoqua Reserve Use Restrictions and Master Association Use Restrictions, as applicable.

"**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within TOHOQUA RESERVE, which shall include the voting interests of the Declarant.

3. Plan of Development.

3.1 Plan. The planning process for TOHOQUA RESERVE 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 TOHOQUA RESERVE and any 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, and other forms of residential dwellings. The existence at any point in time of walls, entrance features, landscape screens, or berms or other improvements or facilities (including Recreational Facilities) is not a guaranty or promise that such items will remain or form part of TOHOQUA RESERVE as finally developed. In addition, and subject to applicable laws and government regulations, the Master Declarant has the right in its sole and absolute discretion to develop, or allow for the development, of property adjacent to and in close proximity to TOHOQUA RESERVE into residences, multi-family homes, apartments, condominiums, mixed-use commercial, and other forms of residential and/or commercial development. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES RECEIPT OF THE PROVISIONS OF THIS SECTION 3.1, IRREVOCABLY WAIVES ANY RIGHT TO OBJECT TO ANY SUCH RESIDENTIAL

AND/OR COMMERCIAL DEVELOPMENT OF LAND IN CLOSE PROXIMITY TOHOQUA RESERVE, AND RELEASES MASTER DECLARANT FROM LIABILITY OF ANY NATURE OR TYPE REGARDING THE DEVELOPMENT OF TOHOQUA RESERVE OR THE MASTER COMMUNITY, AND ANY OFF-SITE USES WHICH MAY BE DEVELOPED OR PERMITTED BY THE MASTER DECLARANT IN THE FUTURE, AS MAY BE DETERMINED IN MASTER DECLARANT'S SOLE AND ABSOLUTE DISCRETION.

3.2 Governing Documents. The Governing Documents create a general plan of development for TOHOQUA RESERVE that may be supplemented by additional covenants, restrictions and easements applicable to particular areas within TOHOQUA RESERVE. In the event of a conflict between the Tohoqua Reserve Governing Documents and the Master Association Governing Documents, the Master Association Governing Documents shall control, provided, however, that if the Tohoqua Reserve Governing Documents set a stricter standard than the Master Association Governing Documents, the stricter standard set forth in the Tohoqua Reserve Governing Documents shall control. 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 TOHOQUA RESERVE from containing additional restrictions or provisions that are more restrictive than the provisions of the Governing Documents. All provisions of the Governing Documents shall apply to all Owners, Lessees, Immediate Family Members and to all occupants of Homes, as well as their respective guests and invitees. Any Lease Agreement for a Home within TOHOQUA RESERVE shall provide that the Lessee and all Occupants of the leased Home shall be bound by and comply with the terms of the Governing Documents. Specific requirements for Lessees and tenants are set forth in this Declaration.

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. Further notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Master Declarant or Master Association unless such amendment receives the prior written consent of Master Declarant and/or Master Association, as applicable, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration regarding the specific rights and obligations of 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 governmental agency having jurisdiction over TOHOQUA RESERVE is required by applicable law or governmental regulation or land use or development condition of approval affecting TOHOQUA RESERVE for any amendment to this Declaration, then the prior written consent of such governmental entity or governmental agency must also be obtained. All amendments affecting the SWMS or any Conservation Easement Property must comply with Section 25.2 which benefits SFWMD pursuant to the Permit. No amendment shall be effective until it is recorded in the Public Records. This Section shall not be amended without the prior written consent of the Master Declarant.

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 Tohoqua Reserve Governing Documents, except as expressly provided by applicable law as it exists on the date this Declaration is recorded.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant a shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any other person or entity whatsoever, except as expressly limited by applicable law as it exists on the date this Declaration is recorded 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 TOHOQUA RESERVE; (ii) additions or deletions from TOHOQUA RESERVE and/or the properties comprising the Common Areas; (iii) changes in the Tohoqua Reserve Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the Tohoqua Reserve Use Restrictions for Homes. Declarant's rights 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 materially and adversely impact 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, which can be withheld in Declarant's sole discretion. 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.

4.4 Amendments From and 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.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. 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, SFWMD, 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, any Lender or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend 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, SFWMD 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.

4.6 Additional Restriction on Revocation, Termination or Amendments. Notwithstanding any provision of this Declaration to the contrary, for a period of thirty (30) years from the date of recording of this Declaration, this Declaration may not be revoked, terminated or amended (i) to permit any person under the age of nineteen (19) to Occupy a Home or (ii) in any other manner which would (a) result in TOHOQUA RESERVE no longer being in compliance with the Act and HOPA, (b) impact the TOHOQUA RESERVE's ability to comply with the requirements of the Act and HOPA for the purpose of maintaining the age restrictions set forth in Section 16.1 hereof, or (c) result in TOHOQUA RESERVE no longer being in compliance with Section 16.7 below exempting TOHOQUA RESERVE from payment of School Impact Fees under the Impact Fee Ordinance (as those terms are defined in Section 16.7 below) while it is being operated as "housing for older persons" under the Impact Fee Ordinance and applicable Federal law.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Up to the date that is five (5) years after the Community Completion Date, additional lands may be made part of TOHOQUA RESERVE by Declarant and the addition of such lands shall automatically extend the Community Completion Date to allow the development of same. Except for applicable governmental approvals (if any), and the joinder of the Owner of the annexed lands, if other than Declarant, no other consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders); provided, however, for so long as Master Declarant owns any portion of the Master Community, Master Declarant's prior written consent shall be required for any such annexation, except that no such consent will be required to annex lands which Declarant has purchased from Master Declarant into TOHOQUA RESERVE. 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 TOHOQUA RESERVE at the time of execution and recordation of this Declaration. 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 TOHOQUA RESERVE.

5.2 Annexation by the Association. After the Community Completion Date, and subject to (i) approval of such annexation by the School Board, (ii) applicable governmental approvals (if any) and (iii) the joinder of the owner of the annexed lands, required for same, 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. For so long as Master

Declarant owns any portion of the Master Community, Master Declarant's prior written consent shall be required for any such annexation.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of TOHOQUA RESERVE (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 which amendment shall require (i) approval of such withdrawal by the School Board, (ii) the joinder and consent of the owner of record title to such lands being withdrawn if other than Declarant, and (iii) the prior written consent of the Master Declarant for so long as Master Declarant owns any portion of the Master Community. The right of Declarant to withdraw portions of TOHOQUA RESERVE 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. Except as provided above, the withdrawal of any portion of TOHOQUA RESERVE shall not require the consent or joinder of any other party (including without limitation, the Association, Owners, or any Lenders). Association shall have no right to withdraw land from TOHOQUA RESERVE.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon (i) approval of such Supplemental Declaration by the School Board, (ii) recording of such Supplemental Declaration in the Public Records and (iii) satisfaction of such other conditions as 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.

5.5 Future Development Tracts. The Plat may from time to time include Parcels designated as Future Development Tracts or similar term indicating that such Parcels are set aside for future development (each a "**Future Development Tract**"). At Declarant's discretion, subject to the approval of same by the School Board, prior to the Community Completion Date, all or any portion of any Future Development Tract may be replatted into Lots or Common Areas, withdrawn from the provisions and applicability of this Declaration or dedicated to the City or any other governmental agency. Upon replatting of such Future Development Tract into Lots or Common Areas, such Parcels shall automatically convert to and be treated as Lots and Common Areas, respectively, under this Declaration for all purposes without the need for (i) recordation of a Supplemental Declaration or Amendment to this Declaration to confirm or effect same or (ii) the joinder and consent of the Association or any Owners to same. Future Development Tracts shall not be subject to Assessments as provided under Section 17 until same have been platted into Lots.

6. Dissolution.

6.1 Generally. In event of dissolution of the Association, the portion of the SWMS maintained by the Association, if any, shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)1. through 8., the covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and maintenance of the SWMS described in section 12.3.4(d)1. or 2., all of SFWMD's Environmental Resource Permit Applicant's

Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, 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.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, TOHOQUA RESERVE 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 TOHOQUA RESERVE 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. Notwithstanding the preceding sentence, prior to any such termination of the Declaration, ownership of the portion of the SWMS owned by the Association, if any, and the responsibility for the operation and maintenance of such portion of the SWMS must be transferred to and accepted by an entity in accordance with the rules and regulations of SFWMD and any such transfer and acceptance must be approved in writing by SFWMD. 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 Owner's 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.

7.3.1 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:

7.3.1.1 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.

7.3.1.2 Class B Members. Declarant shall be the Class B Member and shall be entitled to ten (10) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration or any Parcel designated as a Future Development Tract (or similar term) or set aside for future development under the Plat, Declarant shall be entitled to fifteen (15) votes per acre or fraction thereof contained within such Parcel owned by Declarant, until such time as the Parcel is platted into Lots, whereupon Declarant shall be entitled to ten (10) 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 control and 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. At the Turnover meeting, Owners shall elect a majority of the 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:

(a) When ninety percent (90%) of the Lots ultimately planned for TOHOQUA RESERVE are conveyed to Owners; or

(b) 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

(c) as otherwise required under the Florida Statutes.

7.3.1.3 Declarant Election of Director. Notwithstanding the foregoing, from and after Turnover, for so long as Declarant holds at least five percent (5%) of the total number of Lots planned for TOHOQUA RESERVE out for sale, Declarant, at Declarant's sole option, may elect one (1) member of the Board. Nothing herein shall require Declarant to elect or place any members on the Board after Turnover.

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 Tohoqua Reserve 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 Tohoqua Reserve Governing Documents. In addition, neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Master Declarant or conflict with the provisions of the Master Declaration or the other Master Association Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Tohoqua Reserve 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 TOHOQUA RESERVE for various public purposes or for the provision of Telecommunications Systems, or to make any portions of TOHOQUA RESERVE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of TOHOQUA RESERVE. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, INCLUDING RECREATIONAL FACILITIES, OR TO MODIFY, RELOCATE OR ELIMINATE COMMON AREAS OR

RECREATIONAL FACILITIES AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

9. Common Areas. Common Areas shall include, without limitation, (i) all Tracts dedicated to the Association on the Plat, (ii) Private Drainage Easements (if granted to the Association), Access and Maintenance Easements, Perimeter Buffer Easements and Perimeter Wall/Fence Easements as depicted on the Plat, and (iii) all Tracts dedicated or conveyed to the Association and all easements in favor of the Association created under the Plat, this Declaration or by separate instrument recorded in the Public Records, and such Tracts and easements are hereby dedicated and granted to the Association.

9.1 Prior to Conveyance. Prior to the conveyance of the Common Areas to the Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be constructed by Declarant and owned and operated by the Association as part of TOHOQUA RESERVE. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice. It is anticipated by the Declarant that some of the facilities to be constructed within TOHOQUA RESERVE for the common use and enjoyment of all Owners may be owned by the CDD or located within an easement granted to the CDD and that same may be operated, maintained and managed by the Association pursuant to an agreement between the Association and the CDD.

9.2 Construction of Common Areas Improvements. Declarant anticipates it will construct, at its sole cost and expense, certain improvements as part of the Common Areas as Declarant determines in its sole discretion, which may include, without limitation, passive parks, a pool, cabana, meeting room, fitness center, pickle ball courts, bocce courts or other recreational facilities for the use and benefit of Owners, Lessees and their Immediate Family Members and guests (collectively, the "**Recreational Facilities**") for the use and benefit of Declarant, Owners, Lessees and their respective (as applicable) Immediate Family Members, guests and invitees as provided in and subject to the Tohoqua Reserve Governing Documents. Declarant shall be the sole judge of the composition of any Common Area improvements comprising the Recreational Facilities. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements (including Recreational Facilities) within TOHOQUA RESERVE, 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 (including Recreational Facilities). Declarant is not obligated to, nor has it represented that it will construct any Common Area improvements or Recreational Facilities. Declarant is the sole judge of the Common Area improvements and Recreational Facilities, including the plans,

specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property (e.g., furniture), 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. 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. 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, and Association shall, and does hereby, indemnify and hold Declarant and the Declarant Indemnified Parties harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits and development agreements from Declarant or any other permittee, of any permit or development agreement required by a governmental agency in connection with the development of TOHOQUA RESERVE, including, without limitation, the Permit, as modified and/or amended. Association shall cooperate with Declarant or any other permittee of such permits or party to such development agreements, as same may be modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits and development agreements to the Association and the Association's assumption of all obligations thereunder. 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 SUCH COMMON AREAS PERSONAL PROPERTY, EQUIPMENT AND APPURTENANCES 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 and 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 respective employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 the terms and conditions of the Governing Documents, this Declaration and all other restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that 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 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 acknowledges and agrees that Association's failure to give the notice and/or otherwise comply with the provisions of this Section will irretrievably damage Declarant; and

9.4.2.6 a reservation of right in favor of Declarant (so long as Declarant owns any portion of TOHOQUA RESERVE) to require that 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, Association shall be deemed to have granted to Declarant 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, and subject to the approval rights of the SFWMD and the City under Section 25.1.7 below with respect to Common Areas containing or affecting the SWMS, if any, 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, (a) the approval of a majority of the Board; and (b) the written 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 called meeting of the Members.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces, including but not limited to streets, alleyways, driveways, parking areas, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for a periodic inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses of the Association. 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 and shall be an Operating Expense of the Association.

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. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. 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). Declarant, its affiliates and/or subsidiaries shall have the right and option to manage Association at all times prior to Turnover. Owners and Association acknowledge that it is fair and reasonable to have Declarant, its affiliates and/or subsidiaries manage the Association prior to Turnover. Further, in the event that Common Area is created by easement, 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. Except as provided herein, 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 as provided in this Declaration and subject to the Tohoqua Reserve Rules and Regulations applicable with respect to same. Prior to the Community Completion Date, Declarant, and thereafter, 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, and/or 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 Water Levels and Water Quality in Retention Areas, Lakes and Water Bodies. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER QUALITY OR WATER LEVELS IN ANY OF THE RETENTION AREAS OR ANY LAKES, PONDS, CANALS, CREEKS, MARSH AREA OR OTHER WATER BODIES WITHIN, ADJACENT TO OR AROUND TOHOQUA RESERVE; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION NOR THE CDD SHALL BEAR ANY RESPONSIBILITY FOR OR BE OBLIGATED TO ATTEMPT TO ADJUST OR MODIFY SUCH WATER QUALITY OR WATER LEVELS SINCE SUCH WATER QUALITY AND WATER LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER, RAINFALL FLUCTUATIONS, SEDIMENTS AND CONSTITUENTS IN STORMWATER RUNOFF AND OTHER FACTORS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE ASSOCIATION AND THE CDD. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER QUALITY AND WATER LEVELS OF ALL SUCH RETENTION AREAS, LAKES, PONDS, CANALS, CREEKS, MARSH AREA OR OTHER WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION OR THE CDD THAT WATER QUALITY OR WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT; AT TIMES WATER LEVELS MAY BE MUCH HIGHER THAN OTHER TIMES. DECLARANT, THE ASSOCIATION AND THE CDD SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION AREAS, LAKES, PONDS, CANALS, CREEKS, MARSH AREA OR OTHER WATER BODIES WITHIN, ADJACENT TO OR AROUND TOHOQUA RESERVE.

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, for themselves, their Lessees and for the Immediate Family Members, guests and

invitees of such Owner or their Lessees, and each member of the general public accessing or using any Common Areas or CDD Facilities (regardless of whether such access or use is permitted under this Declaration or otherwise) accepts and assumes all risk and responsibility for noise, liability, injury, death or damage connected with use or occupancy of any portion of such Common Areas or CDD Facilities 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 TOHOQUA RESERVE; (v) illness, health or safety hazards resulting from contact with or ingestion of any plant life within any portion of TOHOQUA RESERVE, including thorns, conditions causing skin irritation, rashes or other illnesses, diseases or injuries resulting from contact with or ingestion of any such plant life; (vi) illnesses or injuries arising from use of the Common Areas, including the Recreational Facilities, or CDD Facilities or participation in any activities upon the Common Areas, including the Recreational Facilities, or CDD Facilities whether same are organized or conducted by the Declarant, the Association or otherwise; and (vii) design of any portion of TOHOQUA RESERVE. Each such person also expressly indemnifies and agrees to defend and hold harmless the Indemnified Parties from any and all losses, liabilities, costs, damages and expenses, whether direct or consequential, arising from or related to the person's use of the Common Areas or CDD Facilities, including for attorneys' fees, paraprofessional fees and costs before trial, at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas or CDD Facilities, including, without limitation, the Recreational Facilities and all Retention Areas, lakes, canals or areas adjacent to any water body, do so at their own risk. Nothing herein shall be deemed to grant any such Owner, Lessee, Immediate Family Member, guest, invitee or member of the general public any rights of access to or use of any such Retention Area, lake, canal or water body unless such right is expressly granted by this Declaration, the Association or CDD, and all such access and use shall be subject to the Rules and Regulations applicable with respect to same. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS OR CDD FACILITIES MAY CONTAIN WILDLIFE SUCH AS INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS AND FOXES AND HAZARDOUS PLANT LIFE. DECLARANT, THE ASSOCIATION AND THE CDD SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR PLANT LIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE OR PLANT LIFE. EACH OWNER OR LESSEES AND HIS OR HER IMMEDIATE FAMILY MEMBERS, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**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, including, without limitation, use of the Retention Areas and lakes within or adjacent to TOHOQUA RESERVE by Owners and Lessees, and their Immediate Family Members, guests, invitees, or agents. Should any Owner bring suit against Declarant, the

Association, the CDD 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 before trial, 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 Tohoqua Reserve Rules and Regulations governing the use of the Common Areas. The Tohoqua Reserve Rules and Regulations need not be recorded in the Public Records unless required by law. The Common Areas shall be used in accordance with this Declaration and Tohoqua Reserve Rules and Regulations promulgated hereunder. The use of the Common Areas may also be governed by the Master Association Governing Documents.

9.9.2 Declarant Not Subject to Tohoqua Reserve Rules and Regulations. The Tohoqua Reserve Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development of TOHOQUA RESERVE by Declarant or adversely affect the interests of Declarant. Further, the Tohoqua Reserve Rules and Regulations shall not be applied in a manner which would interfere with the exercise of the rights or performance of the obligations of the Master Declarant or Master Association under the Governing Documents, prohibit or restrict the development of the Master Community by Master Declarant or adversely affect the interests of Master Declarant or the Master Association. Without limiting the foregoing, Declarant and its assigns shall have the right, subject to obtaining any and all required permits and approvals from the City and/or any other appropriate governmental agencies having jurisdiction over same, to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within TOHOQUA RESERVE, 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 TOHOQUA RESERVE), general office and construction operations within TOHOQUA RESERVE; (iii) place, erect or construct portable, temporary or accessory buildings or structures within TOHOQUA RESERVE for sales, construction, storage or other purposes up to the point of completion of development and sales for all Homes to be constructed in TOHOQUA RESERVE; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of TOHOQUA RESERVE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, or portions of TOHOQUA RESERVE, signs and other materials used in developing, constructing, selling or promoting the sale of any portion TOHOQUA RESERVE including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to TOHOQUA RESERVE by dredge or dragline, store fill within TOHOQUA RESERVE and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, TOHOQUA RESERVE and use and/or sell excess plants and trees, all of which shall be incidental to Declarant's development of TOHOQUA RESERVE and not a separate business operation; and (vii) undertake all

activities which, in the sole opinion of Declarant is necessary or convenient for the development and sale of any lands and improvements comprising TOHOQUA RESERVE.

9.10 Lift Stations. TOHOQUA RESERVE may contain one or more sanitary sewer lift stations (the "**Lift Stations**") installed by the City. The Lift Stations shall be dedicated to and operated, maintained, repaired and replaced by the City.

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 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 Special Taxing Districts. For as long as Declarant controls 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 TOHOQUA RESERVE 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 the City and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Driveway Repair or Replacement. In the event the CDD or the City or any of their subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, sidewalk, walkway or other paved surface on a Lot, then the Owner of such Lot shall be responsible to replace or repair the driveway, sidewalk, walkway or other paved surface at such Owner's expense, if such expenses are not paid for by the CDD or the City. In the event an Owner does not comply with this Section 9.13, the Association may perform the necessary maintenance or replacement 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 9.13, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, before trial, at trial and upon appeal. Each Owner of a Lot grants the Association an easement over their Lot for the purpose of ensuring compliance with the requirements of this Section 9.13.

9.14 Association's and Owners' Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant Indemnified Parties, Master Indemnified Parties and CDD Indemnified Parties from and against any and all claims, suits, liabilities, losses, actions, causes of action, damages or

expenses arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, CDD Facilities or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, Lessees, their Immediate Family Members, guests and invitees or members of the general public and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, before trial and 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 Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.15 Site Plans and Plats. The Plat may identify some of the Common Areas within TOHOQUA RESERVE. The description of the Common Areas or CDD Facilities and any Recreational Facilities on the Plat is subject to change and the notes on the Plat are not a guarantee of what facilities will be constructed on such Common Areas or as CDD Facilities. Site plans used by Declarant in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas or as CDD Facilities, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas (including Recreational Facilities) and any CDD Facilities.

9.16 Recreational Facilities.

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

9.16.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and legal guardians for such minors are responsible for the actions and safety of such minors and any damages caused by such minors. Parents and legal guardians are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The Association may adopt reasonable Tohoqua Reserve 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.

9.16.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety, welfare and actions of such Owner, his or her Lessees, and their respective Immediate Family Members, guests and invitees, and the personal property of all of the foregoing, and each Owner shall not allow any such parties to damage the Recreational Facilities or interfere with the rights of other Owners and other parties permitted to use such Recreational Facilities 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, purses, backpacks, wallets, phones, portable electronic devices, books, clothing, sports equipment or other items left in the Recreational Facilities.

9.16.1.3 Activities. Any Owner, Lessee, Immediate Family Member, guest, invitee 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 such Owner, their Lessee, and their respective Immediate Family Members, invitees or guests. 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.

9.16.1.4 Guests and Invitees. Guests and invitees must be accompanied by an Owner, Lessee or Immediate Family Member at all times when making use of the Recreational Facilities.

9.16.2 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.

9.16.3 Indemnification. By the use of the Recreational Facilities, as applicable, each Owner, Lessee, Immediate Family Member, invitee and guest agrees to indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by such Owners, Lessees, Immediate Family Members and their guests and invitees 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.

9.16.4 Attorney's Fees. Should any Owner, Lessee or Immediate Family Member, guest or invitee bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Lessee, 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.

9.16.5 Basis For Suspension. The rights of an Owner, Lessee, Immediate Family Member, guest, invitee or other individual to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.16.5.1 such person is not an Owner or a Lessee or an Immediate Family Member or permitted guest of an Owner or Lessee;

9.16.5.2 the Owner, Lessee, Immediate Family Member, guest, invitee or other person for whom an Owner or Lessee is responsible violates one or more of the Rules and Regulations;

9.16.5.3 an Owner, Lessee, Immediate Family Member and/or guest or invitee 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

9.16.5.4 an Owner fails to pay Assessments due.

9.16.6 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 or Lessee (and/or Immediate Family Member) or prohibit an Owner or Lessee (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. The Board may suspend an Owner's of Lessee's right to use the Recreational Facilities as a result of failure to pay Assessments without prior notice or a hearing. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities for any other reason 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, and such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

9.16.7 No Master Declarant or Master Association Member Use Rights. Notwithstanding any term or provision of this Declaration to the contrary, this Declaration does not grant or convey any rights of access to or use of the Common Areas, including the Recreational Facilities, to any members of the Master Association who are not Members of the Association, or their respective family members, guests or invitees; provided, however, notwithstanding the foregoing, that nothing herein shall negate or impair the rights of Master Declarant and/or the Master Association reserved or granted in the Master Association Governing Documents, including the rights of Master

Declarant and the Master Association to inspect, maintain, repair or replace any such Common Areas pursuant to rights reserved or granted in the Master Declaration. Master Declarant and the Master Association (but not individual members of the Master Association) hereby reserve all access rights over TOHOQUA RESERVE in order to exercise their rights provided herein and/or in the Master Association Governing Documents, including, without limitation, for purposes of confirming that all improvements contained within the Master Community and all uses associated therewith comply with the terms and conditions of the Master Association Governing Documents.

10. Maintenance by the Association. The following provisions shall relate to all Lots and Homes within TOHOQUA RESERVE.

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 Duplex Maintenance. For Duplex Lots and Duplexes only, the Association shall be responsible for the following maintenance (together the "**Duplex Maintenance**"):

10.2.1 painting of all exterior painted portions of any dwelling, except exterior doors, which shall be painted as needed by the Duplex Lot Owner, including any garage, garage door, gutters, downspouts, shutters and fascia on the dwelling;

10.2.2 repair and replacement of all roofs (including shingles and roof decking, but not roof trusses, which shall be the responsibility of Owners) on Duplexes, including covered porches and garages, installed as part of the original construction on the Duplex Lots. The installation of any apparatus on the roof of Duplexes, covered porches or garages shall be prohibited except for satellite dishes if a rooftop location is the only location for proper reception. In the event a Duplex Lot Owner receives approval for any installation of a satellite dish on the roof of their Duplex, covered porch or garage, the Duplex Lot Owner shall be responsible for any damages, including damage to any other Duplexes, including roof leaks, resulting from such installation, and the cost of repairing same, if conducted by the Association, shall be an Individual Assessment against such Duplex Lot Owner's Lot.

10.2.3 repair and replacement of gutters, downspouts, shutters and fascia on any Duplex, including covered porches and garages, provided same were installed as part of the original construction on the Duplex Lots. The Duplex Lot Owner, and not the Association, shall be responsible for cleaning and removal of debris from gutters and downspouts and shall be responsible for any repair (and replacement if required) for any damage to the gutters, downspouts, shutters and fascia on their Duplex resulting from such Duplex Lot Owner's failure to clean and remove debris (with respect to gutters and downspouts) or the negligent or willful acts of the Duplex Lot Owner, their Lessees and their respective Immediate Family Members, guests and invitees. If any such Duplex Lot Owner fails to conduct such repair and replacement, the Association may (but shall not be obligated to) conduct same and the Association's costs incurred in connection with same shall be an Individual Assessment against such Duplex Lot Owner's Duplex Lot;

10.2.4 at the Association's option (but without any obligation to provide same) termite treatment of all exterior walls and foundations of dwellings and garages provided that the Association shall not be liable if such treatment proves to be ineffective;

10.2.5 repair or replacement of any mail kiosk for the Duplex originally installed by Declarant, whether on the Lot or in the Common Area; and

10.2.6 maintenance, repair and replacement, of sidewalks located on any Duplex Lots and installed as part of the original construction on the Duplex Lots, however, each Duplex Lot Owner agrees to reimburse the Association any expense incurred in repairing any damage to any such sidewalk in the event that the negligent or willful acts of such Owner, their Lessees, Immediate Family Members, guests or invitees caused such damage. Failure of an Owner to reimburse the Association any costs necessitated by such negligent or willful acts shall subject the Duplex Lot Owner to an Individual Assessment for such costs.

All items of Duplex Maintenance to be conducted by the Association as set forth above (i) shall be conducted exclusively by the Association and Duplex Lot Owners shall have no right to conduct such maintenance, repair and replacement and (ii) shall be conducted at such times, in such manner and to such standards as are determined by the Board in its sole and exclusive discretion.

The cost and expenses of all Duplex Maintenance shall be paid by Duplex Assessments against Duplex Lots as provided in Section 17.2.2 below or by Individual Assessments against Duplex Lots as provided in Section 17.2.6 below.

Except for Duplex Maintenance conducted by the Association pursuant to this Section 10.2 and Lot Landscaping and Irrigation Maintenance conducted by the Association pursuant to Section 10.15 below, all other portions of the Duplex Lots and Duplexes, including any porches, patios or courtyards, shall be the responsibility of the respective Duplex Lot Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Duplex Lot, whether located within or outside the Duplex Lot's boundaries (including all utility lines and courtyard drains and associated pipes serving only the Duplex Lot).

10.3 Natural Buffers. The Plat designates portions of Lots or Tracts which are subject to an easement for "Perimeter Natural Buffer" or similar purposes (each portion a "**Perimeter Buffer Easement**"). No Owner or Lessee shall clear, install, remove, modify, disturb or alter any landscaping located within any Perimeter Buffer Easement, it being the intent that such areas remain in their natural vegetative state.

10.4 Landscape Maintenance. The Association shall maintain as an Operating Expense all landscaping within any "Landscape Easement" "Landscape/Wall Tract" or other portion of any Lot or Tract (a) dedicated to the Association for landscape purposes ("**Landscape Tract**") or (b) subject to a landscaping easement in favor of the Association (a "**Landscape Easement**") as designated on the Plat or by separate recorded easement. No Owner or Lessee shall install, remove, maintain, modify, disturb or alter any landscaping installed within any Landscape

Easement. Except as provided in this Declaration, the Owner of each such Lot shall be responsible for the maintenance of the elevation, grade and slope of the Lot, maintenance of the portion of the SWMS located on the Lot and repairing any damage to sidewalks, utilities or the SWMS resulting from any trees or landscaping on the Lot.

10.5 Roadways. All Common Area Roadway Tracts and streets and roadways within TOHOQUA RESERVE shall be private roadways which shall be maintained by the Association as an Operating Expense. THE ROADWAYS ADJACENT OR IN PROXIMITY TO TOHOQUA RESERVE ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS TO BE MAINTAINED BY THE CITY OR CDD. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION AND DECLARANT HAVE NO CONTROL WITH REGARD TO (i) ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC, (ii) MAINTENANCE OF SUCH ROADWAYS BY THE CITY OR CDD or (iii) ENFORCEMENT OF TRAFFIC CONTROL OR PARKING RESTRICTIONS WITH RESPECT TO SUCH ROADWAYS BY THE CITY OR CDD.

10.6 Adjoining Areas. To the extent not maintained by the CDD, the Association shall maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Common Areas; provided, that, such areas are readily accessible to the Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot. Further, the Association shall be responsible to maintain the landscaped areas adjoining Retention Areas that comprise the SWMS dedicated to the Association by Plat. The Association's right to maintain any portion of the SWMS dedicated to the City by Plat, if any, shall be if necessary pursuant to a separate "**Use Agreement**" with the City.

10.7 Repair of Damage Caused by Owners. The expense of any maintenance, repair, construction or replacement of any portion of the Common Areas, CDD Facilities or damage to any landscaping or irrigation systems or other improvements located on Lots to be maintained by the Association necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas or CDD Facilities through or under an Owner, including Lessees, Immediate Family Members, guests and invitees, 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 Areas or CDD Facilities by such Owner or their Lessees without the prior written approval of the Association or CDD, as applicable.

10.8 Right of Entry. Declarant, the CDD and the Association are granted a perpetual and irrevocable easement over, under and across all of TOHOQUA RESERVE 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 including, without limitation conducting Duplex Maintenance and Lot Landscaping and Irrigation Maintenance. The Association may establish Tohoqua Reserve Rules and Regulations to ensure that pets, minor children and any activities of Owners and Lessees on Lots, such as approved renovations or additions or installation of other improvements, do not interfere with Duplex Maintenance and Lot Landscaping and Irrigation

Maintenance. 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 TOHOQUA RESERVE if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.9 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 vegetation, landscaping, wetlands, conservation areas, irrigation systems, community identification/features and/or other improvements, areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of TOHOQUA RESERVE. Such areas may abut, or be proximate to, TOHOQUA RESERVE, and may be owned by, or be dedicated to, others including, but not limited to, the CDD, 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, wetlands, conservation areas, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent provided in any agreement between Declarant and Association for the maintenance of any lakes or ponds outside TOHOQUA RESERVE, the Association shall maintain the same and the costs thereof shall be paid by Owners as part of the Operating Expenses. 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.

10.10 Perimeter Walls and Fences. The Declarant or CDD may install perimeter walls or fences, including a retaining wall, within any Landscape Tract, Landscape Easement or within any Common Area Tract or any fence or wall easement (the "**Perimeter Wall/Fence Easement**") within TOHOQUA RESERVE as set forth on the Plat or created pursuant to this Declaration or by separate easement instrument (the "**Perimeter Walls/Fences**"). The Association at all times shall have the exclusive right to maintain, repair, replace any Perimeter Walls/Fences within TOHOQUA RESERVE, including Perimeter Walls/Fences located on or facing Lots; however, each Owner shall maintain the interior of any Perimeter Walls/Fences or portion thereof located on or immediately adjacent to such Owner's Lot. Owners may install fences on their Lot which abut perpendicularly (or at such other angles as are consistent with the angles of intersection of the lot lines of such Owner's Lot with the Perimeter Wall/Fence) against any Perimeter Walls/Fences, but no such fence or any other improvements installed by any Owner may be affixed or attached to any Perimeter Walls/Fences or otherwise located within a Perimeter Wall/Fence Easement. In addition, the Association, in conducting any maintenance, repair or replacement of any Perimeter Walls/Fences, shall not be responsible for any damage to or removal of any fences installed by any Owner or any landscaping or improvements located within the Perimeter Wall/Fence Easement. No Owner may install or permit to grow any trees, shrubs or landscaping other than sod on their Lot within any Perimeter Wall/Fence Easement or within five (5) feet of any Perimeter Walls/Fences without approval of the ARC pursuant to

Section 19 below. The Association may perform (and is hereby granted an easement of ingress and egress and temporary construction over all Lots as reasonably necessary to 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. Owners shall provide prompt written notice to the Association in the event any portion of any Perimeter Wall/Fence is damaged or destroyed by the action of such Owner, its Lessees or Immediate Family Members or their respective guests and invitees, and shall promptly repair, replace and restore such Perimeter Wall/Fence to its prior condition, failing which the Association may repair, replace or restore such Perimeter Wall/Fence and all costs incurred by the Association in connection with same shall be an Individual Assessment against such Owner's Lot. 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.

10.11 Right-of-Way. The Association shall be responsible for the costs, charges and expenses incurred in connection with) maintenance of sidewalks, swales and drainage structures, irrigation, trees and landscaping located in the public right-of-way adjacent to any Common Areas (if any). Any costs associated with any such maintenance of the public right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses.

10.12 Sidewalks. Declarant or any Owner of a Lot constructing a Home on such Lot shall also construct any sidewalk on or in front of such Lot or on any side of such Lot immediately adjacent to a street in accordance with the subdivision construction plans submitted to and approved by the City. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Home. The Association shall be responsible for the maintenance and repair of all sidewalks within TOHOQUA RESERVE located in the Common Areas; however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk in the event that the negligent or willful acts of such Owner, their Lessees, Immediate Family Members, guests or invitees caused such damage to any sidewalk area. Failure of an Owner to reimburse the Association any costs necessitated by such negligent or willful acts shall subject the Owner to an Individual Assessment for such costs. Maintenance, repair and replacement of sidewalks and walkways located on any Lot, including walkways from the driveway to the Home, shall be the responsibility of the Lot Owner unless expressly the responsibility of the Association as part of Duplex Maintenance pursuant to Section 10.2 above.

10.13 Water Body Slopes. The rear yard of some Lots adjacent to Retention Areas, ponds or lakes may contain water body slopes. Such water body slopes will be regulated by the Association and, except to the extent same is the responsibility of the Association, including, without limitation, Lot Landscaping and Irrigation Maintenance as provide in Section 10.15 below, maintained by the Owner of such Lot. In the event any Owner fails to maintain any water body slopes on such Owner's Lot, or in the event the slopes, banks or berms of any adjacent Retention Areas are damaged as a result of erosion of or stormwater runoff from such Owner's Lot, the Association may maintain, repair or restore same and the costs incurred in connection with such maintenance and restoration shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below. The Declarant hereby grants the Association an easement

of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes.

10.14 CDD Facilities. The CDD may contract with the Association for the maintenance, repair, and replacement of the CDD Facilities in the CDD's sole and absolute discretion and subject to any written agreement accepted by the Association in its sole and absolute discretion. In addition, if the Association desires that the CDD Facilities, or any portion thereof, be maintained, repaired and/or replaced to a higher level or standard than that which the CDD provides, the Association shall have the right, with the written consent of the CDD, to perform such additional maintenance, repair, and/or replacement as the Association desires. The costs and expenses incurred by the Association pursuant to such maintenance arrangement with the CDD shall be a part of the Operating Expenses and, as applicable, the Reserves of the Association.

10.15 Lot Landscaping and Irrigation Maintenance. For all Lots the Association shall be responsible for the following maintenance (together the "**Lot Landscaping and Irrigation Maintenance**"):

10.15.1 operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, water lines and time clocks, wherever located) serving the Lots and installed on the Lots by Declarant as part of the initial construction on the Lots. (the "**Lot Irrigation System**"), except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Occupant of any Lot or for any such systems installed within any enclosed courtyard or screened in patio area or any other area not readily accessible from outside the dwelling. The costs of operation, maintenance, repair and replacement of the Lot Irrigation System (excluding electric, water and reclaimed water charges for same, which shall be separately billed to each Lot Owner) shall be an Individual Assessment against applicable Lots as provided in Sections 10.15.5 and 17.2.6 below. The operation and maintenance of the Lot Irrigation System shall be under the exclusive control of the Association and any landscaping or irrigation contractor retained by the Association. No Owner, Lessee, Immediate Family Member or other guest or invitee shall attempt to program, tamper with, alter or modify any Lot Irrigation System or the spray field or hours of operation of any Lot Irrigation System. If any portion of an Owner's Lot Irrigation System is malfunctioning, such Owner or their Lessee shall promptly notify the Association with respect to same;

10.15.2 maintenance (including, mowing, edging, fertilizing, watering, mulching, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Lots as part of the initial construction on the Lots, specifically excluding any landscaping located within any enclosed courtyard, patio, screened or fenced area or other area not readily accessible from outside the dwelling (the "**Enclosure Landscaping**"). All Enclosure Landscaping must be approved by the ARC and shall be irrigated and maintained by the Lot Owner at their sole cost and expense. Notwithstanding the foregoing, Lot Owners, and not the Association or the Association's landscape maintenance contractor, shall be responsible for repair and restoration, including installation of fill and replacing landscaping as necessary, of any areas of the

Lots in which landscaping, paved areas or any other improvements are washed out, subject to erosion or settling or otherwise damaged or altered as a result of discharge or runoff of water from rain, storms, pressure cleaning or other sources, including all runoff and discharges of water from roofs, gutters or downspouts or from any paved areas in and around such Lot;

10.15.3 Maintenance and operation of irrigation facilities and maintenance of trees and landscaping (including irrigation of same) located in private street rights of way adjacent to the Lots.

10.15.4 No Owner or Lessee shall install any additional landscaping, including flowers, trees or shrubs, installed on any Lot after completion of initial construction on any Lot without approval of the ARC. Any such landscaping installed by an Owner (including prior Owners) on any Lot (the "**Owner Installed Landscaping**"), regardless of whether such Owner Installed Landscaping is permitted pursuant to this Section 10.15.4, shall be maintained exclusively by the Association's landscape maintenance contractor. No Owner or Lessee shall maintain, trim, prune, fertilize, spray, replace, or in any other way maintain any Owner Installed Landscaping on their Lots and shall not engage or permit any party other than the Association's landscape maintenance contractor to conduct any such activities or otherwise maintain any Owner Installed Landscaping on such Owner's Lot. All additional costs of maintaining any such Owner Installed Landscaping shall be an additional Individual Assessment against such Owner's Lot. Prior to requesting ARC approval for Owner Installed Landscaping, the Owner or Lessee shall obtain and deliver to the ARC the written approval of such Owner Installed Landscaping and the additional costs to be incurred in connection with same from the Association's landscape maintenance contractor. The Owner or Lessee shall also obtain written approval of such Owner Installed Landscaping by the Master Association DRB pursuant to the Master Declaration. If the Association's landscape maintenance contractor does not approve such Owner Installed Landscaping, same may not be installed. The ARC may deny approval, condition its approval or limit locations for installation of any Owner Installed Landscaping in its sole discretion, and may deny installation of Owner Installed Landscaping if, in the ARC's sole judgment, it determines any such Owner Installed Landscaping shall interfere with or increase the cost of Duplex Maintenance or Lot Landscaping or Irrigation Maintenance or other activities conducted by the Association on such Lot or interfere with the maintenance or operation of any portion of the SWMS located on or adjacent to such Lot. The ARC may deny approval of Owner Installed Landscaping even if the Association's landscape maintenance contractor has approved and agreed to maintain same. It is anticipated that no approvals will be granted for installation of Owner Installed Landscaping on any Duplex Lots other than Enclosure Landscaping to be maintained and irrigated by the Owner of the Duplex Lot. In addition, no Owner Installed Landscaping, including mulched areas, may be installed in any Landscape Tract, Landscape Easement, Access and Maintenance Easement or Private Drainage Easement or on or in proximity to Lot lines or within or in proximity to drainage slopes and swales. The Association may also elect to discontinue irrigation and maintenance of Owner Installed Landscaping at any time in its sole discretion, at which point the Owner of the Lot shall thereafter be responsible for and permitted to maintain same. Any (i) Owner Installed Landscaping installed or maintained on any Lot and (ii)

Association irrigation or maintenance of any Owner Installed Landscaping on any Lot shall be at such Lot Owner's sole expense and risk. The Association shall not be responsible for damage to, or obligated to replace any, Owner Installed Landscaping under any circumstances. Nothing herein shall be deemed to authorize the installation of Owner Installed Landscaping on any Lot without ARC approval of same, which can be withheld in the ARC's sole discretion. The additional costs of the Association's landscape maintenance contractor to maintain any Owner Installed Landscaping shall be an additional Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below.

10.15.5 The cost of Lot Landscaping and Irrigation Maintenance shall be an Individual Assessment against each Lot pursuant to Section 17.2.6 below and shall vary based upon the size categories for such Lots established by the Association, but shall be uniform for all Lots within each size category, subject to additional Individual Assessments relating to Owner Installed Landscaping as provided in Section 10.15.4 above.

10.15.6 Except as expressly provided to the contrary in this Declaration or in any Tohoqua Reserve Rules and Regulations with respect to same set forth by the Board, all of the items of Lot Landscaping and Irrigation and Maintenance set forth in this Sections 10.15 (i) shall be conducted exclusively by the Association, and Owners shall have no right to conduct any such Lot Landscaping and Irrigation Maintenance on their Lots and (ii) shall be conducted at such times, in such manner and to such standards as are determined by the Board in its sole and exclusive discretion.

10.15.7 Subject to prohibition or limitations on same pursuant to Tohoqua Reserve Rules and Regulations adopted by the Declarant or Board as provided in this Declaration, Lot Owners and Lessees are permitted to supplement the Lot Landscaping and Irrigation Maintenance conducted by the Association by conducting themselves or engaging a landscaping contractor at their sole cost and expense to conduct (i) installation of additional mulch of the same type and in the same locations as installed by the Association's landscaping contractor with prior written approval from the ARC, (ii) weeding flower and landscape beds, (iii) trimming shrubs and bushes, (iv) deadheading roses, (v) additional fertilization or pest control in a manner and type and at such times and in such volume as approved in writing by the Association's landscaping contractor and (vi) such other landscaping maintenance as is authorized by Tohoqua Reserve Rules and Regulations adopted by the Declarant or the Board as provided in this Declaration (together the "**Permitted Owner/Lessee Lot Landscaping Activities**"). All Permitted Owner/Lessee Lot Landscaping Activities shall comply with the landscape maintenance standards set forth in Section 11.2 of the Master Declaration and shall be conducted at the sole risk and expense of the Owner of the Lot and such Owner is responsible for the cost of any repair or replacement of any sod, shrubs, trees, flowers and other landscaping, irrigation systems or other improvements on their Lot, another Lot or in any Common Areas that are damaged or destroyed as a result of any Permitted Owner/Lessee Lot Landscaping Activities. Declarant or the Board may at any time in their sole discretion promulgate Tohoqua Reserve Rules and Regulations prohibiting, limiting or regulating any or all Permitted Owner/Lessee Lot Landscaping Activities on Lots.

11. Maintenance by Owners. Except as expressly provided herein, including, without limitation, Duplex Maintenance to be conducted by the Association on Duplex Lots as provided in Section 10.2 above and Lot Landscaping and Irrigation Maintenance to be conducted by the Association on all Lots as provided in Section 10.15 above, all portions of the Lots and Homes, including any driveways, sidewalks, walkways, porches, patios or courtyards, shall be the responsibility of the respective Owners, including, without limitation, maintenance of the elevation, grade and slope of the Lot, maintenance of the portion of the SWMS located on the Lot and repairing any damage to sidewalks, utilities or the SWMS resulting from any trees or landscaping on the Lot, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot). Each Owner shall maintain his or her Lot and Home, including without limitation, all structural components, landscaping, driveways, garage doors, and any other improvements comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of TOHOQUA RESERVE, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration including, without limitation, (i) Duplex Maintenance to be conducted by the Association pursuant to Section 10.2 above, (ii) Lot Landscaping and Irrigation Maintenance to be conducted by the Association on all Lots as provided in Section 10.15 above and (iii) any portion of any Lot which is Conservation Easement Property, which shall be governed by Section 27 below. 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 and recover all costs and expenses incurred by the Association in connection with same as an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below.

11.1 Right of Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of insuring 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 noncomplying Owner as an Individual Assessment. Without limiting the generality of the foregoing, in the event any Owner fails to maintain their Lot or Home in accordance with the requirements of the Governing Documents, including without limitation, this Section 11, the Association, after providing not less than ten (10) days written notice and an opportunity to cure such failure to such Owner, may, but shall not be obligated to, enter upon such Owner's Lot to conduct any such requirement maintenance and shall charge the costs thereof to the Owner as an Individual Assessment. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to enter upon an Owner's Lot to conduct any required maintenance or take such other action as required, in the sole judgment of the Association, to bring such Owner's Lot and Home into compliance with the Governing Documents without prior notice or opportunity to cure to such Owner in situations in which the Association determines, in its sole discretion, that immediate action is required to remedy or prevent a hazardous condition or to preserve the community standards of TOHOQUA RESERVE, and the Association shall charge the costs thereof to the Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event that 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, before trial, at

trial and upon appeal. Notwithstanding anything to the contrary contained herein or in the Master Declaration, neither the Master Association nor the Master Declarant shall have any obligation, responsibility or liability with respect to operation, use or maintenance of any portion of TOHOQUA RESERVE, including without limitation, any portion of the Lots or Homes or compliance with this Section 11.

11.2 Intentionally Deleted.

11.3 Owner Modifications to Lots or Improvements. No sod, topsoil, tree or shrubbery shall be removed from TOHOQUA RESERVE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the Association, in its sole discretion, considers detrimental or potentially detrimental to person or property. No additional landscaping or improvements may be installed on any Lot without ARC approval pursuant to Section 10.15.4 above and Section 19 below and any required approvals of the Master Association DRB pursuant to the Master Declaration. Owners who install additional landscaping or improvements to any Lot (including, without limitation, concrete or brick pavers) with or without the approval of the ARC that result in any change in the flow and/or drainage of surface water for such Lot or which require a modification of the Lot Irrigation System for such Lot shall be responsible for all of the costs of drainage problems or required modifications to the SWMS or Lot Irrigation System for such Lot resulting from such improvements or landscaping. Further, in the event that such Owner fails to pay for such required repairs or modifications, such Owner agrees to reimburse the Association for all expenses incurred in (i) removing any improvements or landscaping not approved by the ARC and Master Association DRB (as required) and (ii) fixing such drainage problems including, without limitation, removing excess water and repairing or modifying the SWMS or (iii) modifying such Lot Irrigation System and shall be subject to an Individual Assessment for same.

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

11.5 Paved Surfaces. Except to the extent provided by the Association to Duplex Lots as a part of Duplex Maintenance, each Owner shall be responsible to timely repair, maintain and/or replace the driveways, sidewalks, walkways and all other paved surfaces comprising part of a Lot. In the event the CDD or City or any of their subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, sidewalk, walkway or other paved surface of a Lot not required to be maintained by the Association for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair such paved surfaces at such Owner's expense. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved surfaces in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant and Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. 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, FOR AND ON BEHALF OF THEMSELVES, THEIR LESSEES AND THE IMMEDIATE FAMILY MEMBERS OF THEMSELVES AND THEIR LESSEES, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT AND THE INDEMNIFIED PARTIES FROM ANY AND LIABILITY RESULTING FROM SAME.

11.7 Adjacent Common Area Roadway Tracts. Single Family Owners shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalks located in the Common Area Roadway Tracts immediately adjacent to their Single Family Lots. The Association shall maintain irrigation facilities and maintain and irrigate the grass, trees and landscaping located in the Common Area Roadway Tracts immediately adjacent to all Lots as part of the Lot Landscaping and Irrigation Maintenance pursuant to Section 10.15 above. Maintenance of sidewalks, located in Common Area Roadway Tracts adjacent to Duplex Lots shall be conducted by the Association as part of Duplex Maintenance. No tree installed by the Declarant, Association or CDD in such Common Area Roadway Tracts shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing.

11.8 Party Walls. Each wall or fence, any part of which is placed on a dividing line between separate Lots as part of the original construction on the Lots shall constitute a "**Party Wall**." Each adjoining Owner's obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law.

11.8.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Party Wall facing his Lot. Except as provided in this Section 11.8, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.8.2 Damage by One Owner. If a Party Wall is damaged or destroyed by the act of one adjoining Owner, their Lessees or their respective Immediate Family Members, guests, invitees, licensees or agents (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Party Wall 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:

11.8.2.1 No Owner shall allow sprinklers operated by the Owner or their Lessee to spray or other water sources to deliver water within one foot (1') of any Party Wall, 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 Party Wall);

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

The foregoing shall not be deemed to regulate or restrict the activities of the Association in (i) conducting Lot Landscaping and Irrigation Maintenance or (ii) maintaining and irrigating landscaping on Common Areas pursuant to the provisions of this Declaration.

11.8.3 Other Damage or Ordinary Wear and Tear. If a Party Wall is damaged or destroyed by any cause other than the act of one of the adjoining Owners, their Lessees or their respective Immediate Family Members, guests or invitees (or must be maintained or replaced as a result of ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair, maintain or replace the Party Wall to its prior condition, equally sharing the expense; provided, however, that if a Party Wall 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 their Lessees or their respective Immediate Family Members, guests or invitees) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition.

11.8.4 Association Right to Repair. In the event that the Owner or Owners responsible for rebuilding, repairing, maintaining or replacing a Party Wall as provided above fail to conduct such required work with respect to the Party Wall, the Association may, but shall not be obligated to, conduct any or all such rebuilding, repairing, maintenance or replacement with respect to such Party Wall and the Owner or Owners originally responsible for same shall reimburse the Association for all costs and expenses incurred by the Association in connection with same, and shall be subject to an Individual Assessment against their Lot or Lots for all such costs and expenses.

11.8.5 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 Party Wall 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.

11.8.6 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.

11.8.7 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 Party Wall) the Party Wall, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

11.9 Removal of Trees within Conservation Easement Property. Subject to the requirements set forth below, Owners may only remove a tree from Conservation Easement Property or Perimeter Buffer Easement (or similar term) within or adjacent to their Lots if (i) such tree, due to damage or disease, presents a potential danger to damage to persons or property on such Owner's Lot, (ii) such Owner obtains and complies with all required permits and approvals for such removal from the SFWMD, City and all other governmental agencies with jurisdiction over same and delivers copies of such permits and approvals to the Association, (iii) such Owner obtains the written approval of the Association for such tree removal, and (iv) such Owner engages a tree removal contractor that is from a list of approved contractors or is otherwise approved in writing by the Association, in its sole discretion, to remove such tree. Any such tree removal, including any required mitigation for or replanting for same, shall be conducted at the sole cost and expense of the Owner removing such tree.

11.10 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 comprised in whole or in part of concrete block, framing, siding, hardy board or other finish material composed of or coated with 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 11.10, and they should be completed in a timely fashion to prevent any damage to the Home.

12. Use Restrictions. The following Tohoqua Reserve Use Restrictions shall apply to all Lots within TOHOQUA RESERVE, except for any Lots owned by the Declarant. Such Tohoqua Reserve Use Restrictions shall be in addition to the Master Association Use Restrictions as described in Section 29.4 below. Each Owner, Lessee, Immediate Family Member and their guests and invitees 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 ARC as required by this Declaration and the Master Association DRB pursuant to the Master Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within TOHOQUA RESERVE for commercial purposes. Except as provided below, Owners may keep up to a total of three (3) domesticated pets as permitted by City ordinances and otherwise in accordance with the Tohoqua Reserve Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. In addition, any individual pet or any type or breed of pet considered by the Board to constitute a nuisance or to be a threat to the safety of residents, guests or invitees of TOHOQUA RESERVE, their pets or members of the general public may be banned from TOHOQUA RESERVE by Board action if an individual pet or by Tohoqua Reserve Rules and Regulations adopted by the Board if a type or breed of pet. A determination by the Board that an animal or pet kept or harbored in a Home or a type of breed or pet is a nuisance or constitutes a safety threat 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 yard of a 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 giving of the notice. The person walking the pet or the Owner are required to pick up, remove and properly dispose of litter deposited by their pets within TOHOQUA RESERVE. Each Owner shall be responsible for 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.

12.4 Vehicles. Except as provided in the following sentence, the following restrictions shall apply to all vehicles utilized or parked in TOHOQUA RESERVE. 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 contractors, subcontractors, suppliers, consultants or agents or by the Association or its contractors or agents:

12.4.1 Parking. Owners', Lessees' and Immediate Family Members' vehicles shall not be parked in streets, private roadways or alleyways within TOHOQUA RESERVE and shall only be parked in areas designated for parking vehicles of Owners, Lessees and Immediate Family Members (and not any guest or visitor parking) or in the garage or driveway of the respective Owners' Lot and shall not block the sidewalk. All parking within TOHOQUA RESERVE shall be in accordance with Tohoqua Reserve Rules and Regulations adopted from time to time by the Board. All vehicles within TOHOQUA RESERVE must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition. To the extent TOHOQUA RESERVE has any guest parking,

Owners, Lessees and Immediate Family Members are prohibited from parking in such guest parking spaces. No vehicle shall be parked in grassy or landscaped areas at any time. No vehicle, including vehicles of visitors and guests, shall be parked in any driveway so that any portion of such vehicle either blocks a sidewalk or extends into any street or roadway. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in TOHOQUA RESERVE except during the period of a delivery. No parking of vehicles of any kind, including vehicles of visitors, guests or invitees, shall be permitted in streets or private roadways within TOHOQUA RESERVE. Any vehicles parked within the streets or private roadways or grassy or landscaped areas or blocking a sidewalk or extending into any street or roadway of TOHOQUA RESERVE shall be subject to towing without further notice other than such notice or notices, if any, required by law.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on TOHOQUA RESERVE for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance of vehicles (except emergency repairs) shall be made within TOHOQUA RESERVE. 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 vehicles, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), 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 TOHOQUA RESERVE except in the garage of a Home with the garage door closed. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or 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 attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. Vehicles with commercial advertising must be parked in the garage of the Home with the garage door closed. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within TOHOQUA RESERVE. For any Owner who drives an automobile issued by the 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), golf carts, scooters or mini motorcycles are permitted at any time on any private streets, roadways, sidewalks or other paved surfaces forming a part of the Common Areas. Additionally no golf cart, ATV, mini motorcycle or scooter may be parked or stored within TOHOQUA RESERVE, including any Lot, except in the garage of a Home with the garage door closed.

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 (i) without notice (other than as required by applicable law, if any) if parked in a street or

private roadway or in any grassy or landscaped area or blocking any sidewalk or extending into any street or roadway within TOHOQUA RESERVE or (ii) with respect to any other parking violation, 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 without prior notice 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 Section 12.4, "vehicle" shall also mean vehicles of all kinds and nature, including, without limitation, motorcycles, recreational vehicles, 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 and 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. Notwithstanding the foregoing, each Owner, by accepting title to a Home, acknowledges that the Association and Declarant are not responsible for (and will not be responsible for) monitoring, enforcing or towing with respect to vehicles parked on a street or private roadway located in any Common Area Roadway Tract within TOHOQUA RESERVE or any public road right of way within, adjacent to or in proximity with TOHOQUA RESERVE. THE ROADWAYS ADJACENT TO OR IN PROXIMITY TO TOHOQUA RESERVE ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON SUCH PUBLIC ROADWAYS. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE MASTER ASSOCIATION OR THE MASTER DECLARANT BE RESPONSIBLE FOR TOWING ANY VEHICLES PARKED WITHIN TOHOQUA RESERVE OR FOR ENFORCING ANY OF THE RESTRICTIONS CONTAINED HEREIN.

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 ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the 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, administrative offices of Declarant, no commercial or business activity shall be conducted within TOHOQUA RESERVE, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, home business offices may be maintained in homes and

home-based occupations may be operated out of the Homes, provided, that: (i) there are no non-resident employees working within the Lots or Homes, (ii) there is no signage; (iii) the Home is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Home; (v) the home-based occupation does not generate additional visitors, traffic or noise into the Home or any part of the TOHOQUA RESERVE; (vi) the home based occupation does not cause a nuisance to the other Lots, Homes or Owners; and (vii) such use meets all other municipal code and zoning requirements. No Owner may actively engage in any solicitations for commercial purposes within TOHOQUA RESERVE. No solicitors of a commercial nature shall be allowed within TOHOQUA RESERVE, without the prior written consent of the Association. No day care center or facility or school or educational center or 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, 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 TOHOQUA RESERVE by Declarant. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN TOHOQUA RESERVE 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 Tohoqua Reserve 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 throughout TOHOQUA RESERVE.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, viewable from the streets, alleyways or another Lot or Home within TOHOQUA RESERVE shall be installed or placed within or upon any portion of TOHOQUA RESERVE without the prior written approval of the ARC. 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 (i) commencing October 15th and shall be removed not later than November 5th of the same year for Halloween lighting and decorations, (ii) commencing November 15th and shall be removed not later than December 1st of the same year for Fall holiday lighting and decorations, and (iii) commencing Thanksgiving day and shall be removed not later than January 5th of the following year for Winter holiday lighting and decorations. The ARC may establish standards for holiday lights and decorations. The Association may require the removal of any lighting or decorations that create a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through TOHOQUA RESERVE) or which interferes with the Association in performing its

responsibilities under this Declaration, including Duplex Maintenance and Lot Landscaping and Irrigation Maintenance. The Association is not responsible for any damage to holiday lighting and decorations incurred in connection with Association's performance of its responsibilities under this Declaration, including Duplex Maintenance and Lot Landscaping and Irrigation Maintenance. In addition, the Association may elect to not provide Duplex Maintenance or Lot Landscaping and Irrigation Maintenance to any Lot if the Association determines, in its sole discretion, that it cannot safely or efficiently provide such Duplex Maintenance or Lot Landscaping and Irrigation Maintenance due to holiday lighting and decorations located on such Lot. Except as otherwise provided in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of TOHOQUA RESERVE complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. 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 drainage facilities may be part of the Common Areas, including Drainage Swale Easements and Private Drainage Easements, and may be located within Lots or part of the SWMS dedicated to the CDD and/or the Association by Plat. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter shall be the responsibility of the CDD or Association, as applicable; however, the Association shall not have any responsibility for landscape maintenance within any Lot, except Lot Landscaping and Irrigation Maintenance to be conducted by the Association pursuant to Section 10.15 above, and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions installed on a Lot, the cost of the Association to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of such Lot containing all or a part of such drainage system and/or facilities and shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below. By way of example, and not of limitation, if a tree is planted on one Lot and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot or adjacent Common Area, the Owner of the Lot containing such tree (irrespective of whether such Owner planted such tree) shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot or Common Area. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Lot, the Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Expenses. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND 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/Screens. No fences shall be erected or installed by any Owner of a Lot without prior written consent of the ARC and the Master Association DRB. No fences shall be erected or installed by any Owner of a Lot within any Conservation Easement Property, including upland buffer areas, or any Perimeter Buffer Easement. No chain link or wooden fencing of any kind shall be allowed, and unless otherwise approved by Declarant (or the Association following the Turnover Date). Rear and side yard fences for all Lots, if any, shall have access gates a minimum of five feet (5') wide for the Association to conduct Duplex Maintenance as provided in Section 10.2 above and Lot Landscaping and Irrigation Maintenance as provided in Section 10.15 above, as applicable. 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 Architectural Guidelines. All fences (except the portions thereof running from the property line to the Home) must be installed on the property line of the Owner's Lot. If any existing fence or Perimeter Wall/Fence is installed on the property line between an Owner's Lot and Lot or Common Area adjacent to such Owner's Lot, no fence may be installed on such Owner's Lot that is parallel with such existing fence or Perimeter Wall/Fence. With ARC approval and Master Association DRB approval, such Owners may install fences on their Lots which abut perpendicularly (or at such other angle as is consistent with the angle of the Lot line of such Owner's Lot as same abuts the existing fence or Perimeter Wall/Fence) against such existing fence or Perimeter Wall/Fence, but no such fence shall be affixed to such existing fence or Perimeter Wall/Fence. The Owner of the Lot is solely responsible for (i) fence repair or replacement if the Perimeter Wall/Fence Easement area needs to be accessed for repairs and (ii) Perimeter Wall/Fence repair or replacement if the Perimeter Wall/Fence is damaged by the installation or use of the Lot Owner's fence. Due to the Association's maintenance requirements and responsibilities and the rights of utility providers, the installation of fences within a Private Drainage Easement (or other drainage easement area), an Access and Maintenance Easement or any utility easement is not expected to be approved by the ARC. However, in the event a fence is installed within such areas, with or without prior written ARC approval, the Owner is solely responsible for fence repair or replacement if such areas need to be accessed for installation of facilities or for maintenance, repair or other permitted purposes. Owners installing, maintaining, repairing or replacing fences in such areas shall be responsible for repair of all damage to all portions of the SWMS, any utility facilities or any other Common Area improvements located within same in connection with any such installation, maintenance, repair or replacement. If such Owner does not repair any such damage, the Association may, but shall not be obligated to, repair such damage and assess all costs and expenses incurred in connection with same as an Individual Assessment against such Owner's Lot. In connection with any ARC approval for fences installed within any such areas, the ARC may require such Owner to 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 at such Owner's expense by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ARC (and Master Association DRB approval, as applicable) and shall be in compliance with the Architectural Guidelines and any applicable standards set forth in the Master Association Design Review Manual. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and the Master Association DRB and all decks shall have the prior written approval of the ARC and the Master Association DRB.

12.15 Fuel Storage. No fuel storage shall be permitted within TOHOQUA RESERVE, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices and in compliance with the Rules and Regulations and with all applicable laws and codes. All outdoor fuel storage tanks shall be appropriately screened by fence, enclosure or landscaping so that the fuel storage tank cannot be viewed from outside the Lot in accordance with the applicable requirements of the Architectural Guidelines, if any, and subject to approval by the ARC pursuant to Section 19 below.

12.16 Garages. Each Home shall have an enclosed garage sufficient, at a minimum, to contain two (2) vehicles. 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 or during times when the Owner or Lessee is conducting Home, yard or landscaping maintenance or cleaning the garage. Notwithstanding the foregoing, garage screens may be used subject to approval of same by the ARC and the Master Association DRB and subject to the Master Association Design Review Manual, as applicable, and subject to all Tohoqua Reserve Rules and Regulations promulgated with respect to same.

12.17 Garbage Cans. Trash collection and disposal procedures established by the City, any private trash hauling company (if applicable) and 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 General Use Restrictions. Each Home, the Common Areas and any portion of TOHOQUA RESERVE shall not be used in any manner contrary to the Governing Documents.

12.19 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 ARC 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 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. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.20 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 the Owner's Lot. Declarant or the Association may utilize computerized loop systems to irrigate the Common Areas or as part of the Lot Irrigation System. Any such

computerized loop irrigation system that is not specifically the maintenance obligation of an Owner or part of the Lot Irrigation System shall be deemed part of the Common Areas. The costs of operating and maintaining such computerized loop irrigation systems for the Common Areas shall be an Operating Expense. The cost of operating and maintaining the Lot Irrigation System (excluding utility charges for same, which shall be billed to Lot Owners) shall be paid by Individual Assessments against such Lots as provided in Section 17.2.6.

12.21 Water Body Slopes. The rear yard of some Lots may border Retention Areas or lakes or water bodies forming part of the Common Areas or part of the SWMS. Except to the extent maintained by the CDD, the Association will regulate and maintain portions of the Common Areas and SWMS contiguous to the rear Lot that which comprise part of the water body slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Lot bordering on the water body shall ensure that water body banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. The Owner of each Lot bordering on the water body, by the acceptance of a deed to their Lot, hereby grants Association, and CDD, as applicable, an easement of ingress and egress across his or her Lot to all adjacent water body areas for the purpose of ensuring compliance with the requirements of this Section.

12.22 Laundry. Subject to the provisions of Section 163.04, Florida Statutes, 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 street or an adjacent Lot (i.e., within a fenced yard); provided, that, any such clothes line shall be removed when it is not in use as a clothesline.

12.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of TOHOQUA RESERVE. 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 TOHOQUA RESERVE shall be the same as the responsibility for maintenance and repair of the property concerned.

12.24 Leases. Every Lease Agreement shall be in writing and must be provided to the Association at least ten (10) days prior to the commencement of the term of the Lease Agreement for purposes of verifying that the Lease Agreement complies with the requirements of this Section. Copies of each Lease Agreement shall also be provided to the Master Association pursuant to Section 12.21 of the Master Declaration. Such Lease Agreement must provide the name and contact information for the Lessees as well as a current address of the Owner. The Owner shall also provide copies of all drivers' licenses, automobile license registrations and such other information required by the Association in connection with such Lease. The Lease Agreement shall require that at least one (1) Occupant of the Home be an Age-Qualified Occupant and shall prohibit Occupancy of the Home by any person under the age of 19. 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 12.24. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Home may be leased or occupied on a daily, nightly, weekly, monthly or any other basis other than for a term of not 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 and Master 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 the Governing Documents, including without limitation, the Master Declaration, Master Association Use Restrictions, the Master Association Rules and Regulations, this Declaration, the Tohoqua Reserve Use Restrictions and the Tohoqua Reserve Rules and Regulations, and all policies adopted by the Association and Master 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 and all other occupants of their Home should the Lessee or occupants refuse or fail to abide by and adhere to the Governing Documents 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 or occupants 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 or the Lessee's Immediate Family Members, 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, including the Recreational Facilities, appurtenant to such Home. Lessees and their Immediate Family Members, guests and invitees shall have access and use rights to all Recreational Facilities as provided in and subject to the Tohoqua Reserve Governing Documents.

12.25 Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children at all times in and about TOHOQUA RESERVE. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors. The Board of Directors may adopt reasonable Tohoqua Reserve Rules and Regulations governing minors' use of the Recreational Facilities.

12.26 Nuisances. No noxious, unpleasant, abusive, threatening or offensive activity, nuisance or any use or practice that is the source of unreasonable annoyance, a threat to safety and security or breach of the peace to others or which interferes with the peaceful possession and proper use of TOHOQUA RESERVE is permitted. No person shall interfere with the Declarant, Association, Association's Directors, Officers or committee members, the Manager, or the employees, agents, vendors and contractors of any of the foregoing parties in exercising their rights or performing their obligations under or pursuant to the Tohoqua Reserve Governing Documents, and any applicable contracts, statutes, ordinances and regulations. No firearms shall be discharged within TOHOQUA RESERVE except discharge of firearms as permitted to protect persons or property under current law. Nothing shall be done or kept within the Common Areas, or any other portion of TOHOQUA RESERVE, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.27 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.

12.28 Paint. The exterior of Homes shall be re-painted within ninety (90) days of notice by the ARC to the Owner of applicable Lot.

12.29 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 TOHOQUA RESERVE, which is unsightly or which interferes with the comfort and convenience of others.

12.30 Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, no Owner shall remove soil from any portion of TOHOQUA RESERVE, change the elevation, level or slope of the land within TOHOQUA RESERVE, or plant landscaping which results in any permanent change in the flow and drainage of surface water within TOHOQUA RESERVE. Owners of Lots may place may place Owner Installed Landscaping within their Lots only with the prior written approval of the ARC, which may be withheld as provided in Section 10.15.4 above and Section 19.8 below. The Association may, in its sole discretion, replace or plant additional plants, shrubs, or trees within the portions of the Lots or Common Areas of TOHOQUA RESERVE for which the Association is responsible for landscape maintenance under this Declaration.

12.31 Swimming Pools. No above-ground pools, hot tubs or spas shall be permitted on any Lot. No in-ground pools, hot tubs or spas shall be installed on any Duplex Lot. All in-ground pools, hot tubs, spas and appurtenances installed on any Single Family Lot shall require the prior written approval of the ARC and Master Association DRB. 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 Single Family Lot shall have a maximum elevation at the top of the pool of (a) one foot (1') over finished floor elevation of the home for swimming pools connected to the Home by contiguous patio or pavers or (b) two feet (2') above the natural grade of the Lot for swimming pools not connected to the Home by contiguous patio or pavers, provided that variations in such maximum elevations may be approved by the ARC as needed to accommodate the slope of the Lot; (iii) swimming pools must include a fence or a screen enclosure and such fences and screen enclosures must be of a design, color and material approved by the ARC and such screen enclosures shall be no higher than twelve feet (12') unless otherwise approved by the ARC; (iv) pool enclosures shall in no event be higher than the roof line of the Home; and (v) pools, pool enclosures and pool mechanical equipment (pool pumps, filters, heaters and similar mechanical equipment) shall be located no closer than five (5) feet to any boundary of any Lot. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ARC. Owners installing a pool, hot tub or spa shall be responsible for the costs of any required modifications to the SWMS or the Lot Irrigation System servicing their Lot (as applicable) as a result of same, and the Association's costs of modifying the SWMS or any such Lot Irrigation System shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 hereof. All pools, hot tubs and spas 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 ARC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the Common Areas, the community streets, or into any water bodies within TOHOQUA RESERVE or adjoining properties. Nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs, spas and appurtenances on a Lot as may be required by the City Code or other governmental regulation or law, subject to the approval and additional requirements of the ARC. Screened enclosures of patios shall be permitted if installed by Declarant or by an Owner with ARC approval of same.

12.32 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 Association to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk. All roofs must be in compliance with the Architectural Guidelines and the Master Association Design Review Manual.

12.33 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 ARC as required by this Declaration and the Master Association DRB as required by the Master Declaration. The ARC 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 ARC in order to address the safety and welfare of the residents of TOHOQUA RESERVE. 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 restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.34 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 TOHOQUA RESERVE, 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 in the City and all setback and location criteria contained in this Declaration. Notwithstanding the foregoing, one (1) in ground, temporary sign used solely in connection with the sale or leasing of a Lot or Home may be displayed on such Lot after the Community Completion Date if such sign has been first approved by the ARC or complies with any guidelines for such signs promulgated by the ARC or Board and is permitted under the Master Association Governing Documents.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves, for itself and its agents, employees, nominees and assigns, the right, privilege and easement to construct, place and maintain upon any property within TOHOQUA RESERVE such signs as they deem appropriate in connection with the development, improvement, construction, marketing and sale of any of the 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.

12.35 Specific Conditions of Approval. The following are specific conditions of approval (the "**Conditions of Approval**") imposed by the City:

12.35.1 Building Setbacks.

12.35.1.1 Front Yard (Primary Structure). 10 feet

12.35.1.2 Front Yard Garage 20 feet

12.35.1.3 Side Yard Single Family Lot. 5 feet

12.35.1.4 Side Yard Duplex Lot (Non Party Wall) 5 feet

12.35.1.5 Side Street. 10 feet

12.35.1.6 Rear Yard. 15 feet

12.35.2 Amendment. These Conditions of Approval shall not be amended, removed or superseded without the prior approval of the Board of City Commissioners, which approval may be withheld in the Board's sole discretion.

12.35.3 Enforcement. The Association and any Owner has the right to enforce these Conditions of Approval in the event they are violated. The City shall have the right, but not the duty, to enforce these Conditions of Approval in the same manner as it enforces other City ordinances and regulations.

12.36 Sports Equipment. Except such as are installed by Declarant, no recreational, playground or sports equipment shall be installed or placed within or about any portion of TOHOQUA RESERVE without prior written consent of the ARC and the approval of the Master Association DRB. Basketball hoops and backboards of all kinds are prohibited. No skateboard ramps or play structures will be permitted without the prior written approval by the ARC. Such

approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Tohoqua Reserve Rules and Regulations governing recreational playground or sports equipment or facilities may be adopted by the Association from time to time.

12.37 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. Water filters and softeners, trash containers, pool pumps, filter and equipment and other similar devices shall be properly screened from the street in a manner approved by the ARC. Tohoqua Reserve Rules and Regulations regarding the design, materials, size, color, location, screening and other requirements regarding such structures and improvements (if allowed by the ARC) may be adopted by the Board from time to time.

12.38 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 and the Master Declarant or Master Association, as applicable, under the Master Declaration. 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 TOHOQUA RESERVE, without the prior written approval of (a) Declarant prior to the Community Completion Date, which may be granted or denied in its sole discretion, (b) the Association and (c) the Master Declarant pursuant to the Master Declaration.

12.39 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of TOHOQUA RESERVE or within any Home or Lot, except those which are required for normal household use and used in compliance with all laws and codes. All propane tanks for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground.

12.40 Swimming, Fishing, Boating and Docks. Swimming and fishing are prohibited within any of the water bodies within or adjacent to the boundaries of TOHOQUA RESERVE. Boating and personal watercraft of all kinds are prohibited. No dock, pier or structure of any kind extending into any water bodies within or adjacent to the boundaries of TOHOQUA RESERVE shall be installed.

12.41 Use of Homes. Each Home is restricted to residential use as a residence by the Owner, Lessee or other permitted Occupant thereof, and their permitted Immediate Family Members, guests and invitees. The Association shall not interfere with the freedom of Owners and Residents to determine the number of Qualified Occupants within a household, except that it may limit the total number of Persons entitled to occupy a Home based upon the size of the Home (based on such factors as the number of bedrooms), not to exceed the number permitted under current zoning ordinances and limit the number of Occupants per household who have full privileges to use of the Recreational Facilities.

12.42 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.

12.43 Wells and Septic Tanks. Neither potable water wells nor irrigation wells using groundwater or drawing water from any lakes, ponds, Retention Areas or other water bodies will be allowed within TOHOQUA RESERVE. No individual septic tanks will be permitted on any Lot.

12.44 Wetlands and Mitigation Areas. If the Common Areas or CDD Facilities include one or more conservation areas, 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 or violate any conservation or preserve easement. Such areas are to be maintained by the Association or CDD, as applicable, in their natural state. It shall be the Association's or CDD's responsibility, as applicable, to complete all wetland mitigation, maintenance and monitoring in accordance with all conditions and requirements of the Permit with respect to same.

12.45 Window Treatments. Window treatments 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) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC and permitted under the Master Declaration. 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.

12.46 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 other building or improvement on a Lot shall encroach upon another Lot 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 that may pass over or underneath an adjacent Lot. 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.

14.1 Association Insurance. Association shall maintain the following insurance coverage:

14.1.1 Casualty Insurance. Casualty or hazard insurance on Common Area improvements for which such insurance is available at a cost that is acceptable to the Board, in its sole discretion, and with such coverages, exclusions and deductibles as the Board determines, in its sole discretion. The Board may elect, in its sole discretion, not to maintain casualty insurance on any such Common Area improvements and failure to

maintain such insurance shall not be deemed a breach of duty by the Board or the Declarant.

14.1.2 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.

14.1.3 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 Association.

14.1.4 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.

14.1.5 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event 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.

14.1.6 Master Association Insurance. Such other insurance, coverages or amounts of coverage as authorized or required by the Board of Directors of the Master Association pursuant to Section 14.1.6 of the Master Declaration.

14.1.7 Other Insurance. Such other insurance coverage as deemed appropriate from time to time by the Board of the Association in their sole discretion. 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.

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

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner 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, 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 re-sod and landscape the property comprising the Home as required by the ARC ("**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 prosecuted 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, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, 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 Architectural Guidelines and any other standards established by the Association with respect to any casualty that affects all or a portion of TOHOQUA RESERVE.

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 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. 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 this Section 14.2, 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, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to the Association in this Section.

14.3 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims with respect to same.

14.4 Casualty to Common Areas and Homes. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In such event, the Association shall have full discretion to redesign or relocate any Common Area improvements (including Recreational Facilities) or allocate any insurance proceeds to construction, maintenance repair or replacement of other Common Area improvements (including Recreational Facilities) or to other reserves or Operating Expenses provided that the Association shall reconstruct or repair any Common Area improvements necessary to continue to provide access, utilities and drainage to all Lots or Homes in TOHOQUA RESERVE. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty in accordance with Section 14.2 above.

14.5 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) or with respect to Common Area improvements as provided in Section 14.4 above.

14.6 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.

14.7 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.

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

14.9 Master Association Rights. The Master Association and Master Association DRB have rights similar to those granted to the Association and ARC in this Section 14 with respect to

insurance, casualty and reconstruction of Homes as more particularly set forth in Section 14 of the Master Declaration.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, Lessee, Immediate Family Member, guests and invitees, and every owner of an interest in TOHOQUA RESERVE 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 Tohoqua Reserve 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 voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes.

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

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

15.1.6 The right of Declarant and/or 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. 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 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 Association regarding TOHOQUA RESERVE as reserved in this Declaration, including the right to utilize the same and to grant use rights to others.

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

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across streets, alleyways, sidewalks, paths, walks, driveways, passageways, roads and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas for such pedestrian traffic and vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves easements for itself or its nominees over, upon, across, and under TOHOQUA RESERVE as may be required in connection with the development of TOHOQUA RESERVE, and 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 TOHOQUA RESERVE, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within TOHOQUA RESERVE for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. 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 TOHOQUA RESERVE from Declarant's sales facilities located within TOHOQUA RESERVE. 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 or CDD Facilities. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within TOHOQUA RESERVE.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and CDD Facilities to Lessees or occupants of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease 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 or CDD Facilities, 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 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 TOHOQUA RESERVE (including Lots, Parcels, Homes, Common Areas, and private streets and roadways) for Telecommunications Systems, utilities, the SWMS, 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, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. Notwithstanding the foregoing, nothing in this Section 15.7 shall grant Declarant or the Association the right to modify or terminate any permits, licenses or easements granted by or in favor of the Master Declarant or the Master Association.

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 TOHOQUA RESERVE (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. The CDD, Association, SFWMD, the City and any state or federal agency having jurisdiction over same shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the CDD and the Association, as applicable, shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, the CDD and the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SFWMD. A non-exclusive easement shall exist in favor of Declarant, Association, the CDD, SFWMD, the City and/or any federal agency having jurisdiction over TOHOQUA RESERVE over, across and upon TOHOQUA RESERVE, including all Private Drainage Easements, Drainage Swale Easements and all other areas containing the SWMS or drainage or stormwater management easements created on the Plat or by separate instrument 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, spas, hot tubs, 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 or the CDD, (ii) landscaping of the Surface Water Management System as required by the CDD, City or the Permit, and/or (iii) improvements approved by the ARC and Master Association DRB. A non-exclusive easement for ingress and egress and access exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, lakes, conservation areas, mitigation areas, irrigation systems and facilities

thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of TOHOQUA RESERVE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through TOHOQUA RESERVE 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 Drainage Swale Easements. Declarant has constructed upon certain Lots, as part of the Surface Water Management System, drainage swales or slopes for the purpose of managing and containing flow of excess surface water, if any, found upon such Lots from time to time (each a "**Drainage Swale**"). The portion of the Lots containing any such Drainage Swales shall be designated on the Plat or by separately recorded instrument as a "Drainage Swale Easement", "Environmental Swale Easement" or a similar term (each a "**Drainage Swale Easement**"). All Drainage Swale Easements are hereby dedicated to the CDD and Association. Each Lot Owner, including Declarant and any builders, shall be responsible for the maintenance, operation and repair of the Drainage Swales on their Lot. Such maintenance, operation and repair shall mean the exercise of practices, such as mowing, irrigation, maintenance and replacement of landscaping (to the extent same is not part of Lot Landscaping and Irrigation Maintenance to be conducted by the Association) and erosion repair, which allow the Drainage Swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SFWMD. Filing, excavation, construction of fences or otherwise obstructing the surface water flow in Drainage Swales is prohibited. No alteration of any Drainage Swale, including alteration of the grade, elevation or slope of same, is permitted without prior approval of the CDD, the Association, the City, the SFWMD and all other governmental agencies with jurisdiction over same. Any damage or alteration to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner of the Lot upon which the Drainage Swale is located. The CDD or Association may, but shall not be obligated to, maintain all Drainage Swales within Drainage Swale Easements (and any such maintenance by the Association shall be as an Operating Expense) and are hereby granted an easement for same. The CDD or Association shall provide written notice to the Owners of Lots with Drainage Swales if the CDD or Association has elected to maintain such Drainage Swales. In the event the Association elects to maintain or repair any Drainage Swale as an Operating Expense, or in the event Lot Owners are responsible for maintenance and repair of Drainage Swales and fails to properly maintain and repair same, Owners of Lots shall be responsible for the cost of such maintenance, restoration or repair of any damage to or alteration of any such Drainage Swale or Drainage Swale Easement by such Owner, their Lessee or any Immediate Family Member, guest or invitee of any Owner or Lessee and all costs incurred by the Association in connection with same shall be an Individual Assessment on such Owner's Lot. No Owner shall install any improvements or additional landscaping within any Drainage Swale Easement without the prior written approval of same by the CDD, ARC and Master Association DRB, as applicable.

15.11 Blanket Easement in favor of the Association. Association is hereby granted an easement over all of TOHOQUA RESERVE, 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; (iii) taking such actions

as the Association deems necessary or advisable in fulfilling its obligations and exercising its rights under this Declaration; and (iv) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.12 Blanket Easement in favor of the CDD. The CDD is hereby granted an easement over all of TOHOQUA RESERVE, including all Lots and Common Areas, for the purposes of: (i) constructing, managing, operating, maintaining, repairing, replacing, monitoring and preserving property, improvements and systems the CDD is required to maintain under the CDD Documents, including, but not limited to Lift Stations, water, sewer and reclaimed water lines and facilities, the SWMS, the Conservation Easement Property and Perimeter Walls/Fences (ii); performing any obligation the CDD is obligated to perform under the CDD Documents; and (iii) taking such actions as the CDD deems necessary or advisable in fulfilling its obligations and exercising its rights under the CDD Documents.

15.13 Blanket Easement in favor of the Master Association. The Master Association is hereby granted an easement over all of TOHOQUA RESERVE, including all Lots, for the purposes of: (i) performing any obligation the Master Association is obligated to perform under the Master Association Governing Documents; (ii) taking such actions as the Master Association deems necessary or advisable in fulfilling its obligations and exercising its rights under the Master Association Governing Documents; and (iii) performing any obligation of an Owner for which the Master Association intends to impose an Individual Assessment pursuant to the Master Declaration.

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

16. Restrictions Affecting Occupancy and Alienation.

16.1 Restrictions on Occupancy. Subject to the rights reserved to Declarant in Section 16.2, the Lots within TOHOQUA RESERVE are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 16.1 are intended to be consistent with and are set forth in order to comply with the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, and the regulations promulgated thereunder (collectively, as may be amended, the "**Act**") and the Housing for Older Persons Act of 1995, 42 U.S.C., §3601 through 3619 and the regulations promulgated thereunder (collectively, as may be amended, "**HOPA**") allowing discrimination based on familial status. Declarant or the Association, acting through the Board, shall have the power to amend this Section, without the consent of the Members or any person or entity except Declarant, for the purpose of maintaining the age restriction consistent with the Act and HOPA, the regulations adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section. TOHOQUA RESERVE will continue to qualify and be operated as housing for persons fifty-five (55) years of age and older pursuant to the Act and HOPA and persons under the age of nineteen (19) years shall be prohibited from Occupying Homes in TOHOQUA RESERVE for a period of no less than thirty (30) years from the date of recording of this Declaration.

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

16.1.2 No person under the age of nineteen (19) shall Occupy a Home. Anyone under the age of nineteen (19) is allowed to visit the Lots or Homes, provided that someone nineteen (19) or older supervises the person at all times.

16.1.3 Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) may Occupy a Home unless the requirements of this Section are met nor shall any Owner permit Occupancy of the Home in violation of this Section. Owners shall be responsible for including a statement that the Lots within TOHOQUA RESERVE are intended for the housing of persons fifty-five (55) years of age or older and that Occupancy by any person under the age of nineteen (19) is prohibited, as set forth in this Section, in conspicuous type in any Lease Agreement or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the Lessee or purchaser and for clearly disclosing such intent to any prospective Lessee, purchaser, or other potential occupant of the Lot. Every Lease Agreement of a Lot or Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the Lease Agreement.

16.1.4 Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section with respect to a Home on his or her Lot, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act and HOPA would still be met, and further provided that no exception to Section 16.1.2 above shall be granted.

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

16.2 Sales by Declarant. Notwithstanding the restriction set forth in this Section 16, Declarant reserves the right to sell Lots and Homes for Occupancy by Persons between forty-five

(45) and fifty-five (55) years of age; provided, such sales shall not affect the Community's compliance with all applicable State and Federal laws under which the Community may be developed and operated as an age-restricted community, including requirements that a minimum percentage of Homes be Occupied by at least one Age-Qualified Occupant as required under the Act and HOPA or any other such State and Federal laws.

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

16.3.1 Verify compliance with the requirement that at least eighty percent (80%) of all Homes are Occupied by at least one (1) person fifty-five (55) years of age or older through reliable surveys and reliable affidavits and procedures for routinely determining the Occupancy of each Home, including the identification of whether the Home is Occupied by at least one (1) person at least fifty-five (55) years of age or older. To verify compliance with said requirement, the Association shall require that each individual Occupying a Home provide the Association with one (1) of the following forms of identification: a copy of a birth certificate, driver's license, passport, immigration card, military identification or other official documents containing a birth date of comparable reliability. The Association shall maintain as permanent official records of the Association copies of the form of identification provided to the Association by each individual Occupying a Home pursuant to this Section, provided that all such records shall not be available to Members of the Association and may only be accessed to monitor and confirm compliance with this Section 16, the Act and HOPA. In furtherance of the foregoing, at least once every two (2) years, the Association shall conduct a survey of the each individual Occupying a Home to determine whether TOHOQUA RESERVE is in compliance with the Act, HOPA and this Section 16.

16.3.2 Maintain appropriate policies that require each individual Occupying a Home to comply with the age verification procedures in this Section and adopted by the Association or the Board

16.3.3 Comply with the rules made by the Secretary of the United States Department of Housing and Urban Development (the "**Secretary**") to monitor and ensure compliance of TOHOQUA RESERVE with the Act and HOPA, including all such rules regarding occupancy and age verification. In the event of any conflict between the such rules made by the Secretary and the requirements of this Declaration, including this Section 16, the rules made by the Secretary shall control and the Association shall ensure compliance of TOHOQUA RESERVE with same.

16.3.4 Publish and adhere to policies and procedures that demonstrate the intent to comply with requirement that at least eighty percent (80%) of all Homes are Occupied

with at least one (1) person fifty-five (55) years of age or older, including the following policies and procedures:

16.3.4.1 Any advertising designed to attract prospective Residents will describe TOHOQUA RESERVE as a community designed for individuals fifty-five (55) years of age or older;

16.3.4.2 If the Association has an official website, the official website shall describe TOHOQUA RESERVE as a community designed for individuals fifty-five (55) years of age or older; and

16.3.4.3 In the Common Areas, the Association shall publicly post statements describing TOHOQUA RESERVE as a community designed for individuals fifty-five (55) years of age or older.

16.4 Enforcement. The Association may enforce this Section 16 in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Homes, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Home be provided to the Board on a periodic basis, in its sole discretion, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. Association's records regarding individual Members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act and HOPA. Each Owner shall fully and truthfully respond to any Association request for information regarding the occupancy of Home on his or her Lot which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section. Each Owner hereby appoints the Association as its attorney in fact for the purpose of taking legal or equitable action to dispossess evict or otherwise remove the occupants of any Home on his or her Lot as necessary to enforce compliance with this Section.

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

16.6 Household Composition. The Association shall not interfere with the freedom of Members and Residents to determine the number of Qualified Occupants within a household, except that it may limit the total of Persons entitled to occupy a Home based upon the size of the Home (based on such factors as the number of bedrooms), not to exceed the number permitted under current zoning ordinances and limit the number of occupants per household who have full privileges as Members to use of the Common Area.

16.7 School Impact Fee Exemption. Pursuant to the Osceola County Code of Ordinances, Chapter 24 (the "**Impact Fee Ordinance**"), The School Board of Osceola County,

Florida (the "**School Board**") is entitled to the collection of educational system impact fees ("**School Impact Fees**") to require residential construction to contribute its fair share of the cost of improvements and additions to the educational system necessary to accommodate such growth. Section 24-42 of the Impact Fee Ordinance provides for certain exemptions to the educational system impact fee, including, without limitation, an exemption for residential development that qualifies and is intended to be operated as "housing for older persons," as that term is defined in the Impact Fee Ordinance and by applicable federal law. It is the intent of the Declarant that TOHOQUA RESERVE be designated and operated as "housing for older persons" in compliance with the terms and provisions of the Act and HOPA and to qualify for an exemption from payment of School Impact Fees to the School Board under the Impact Fee Ordinance in connection with the construction and occupancy of Homes in TOHOQUA RESERVE. If, within the thirty (30) year period from the date of the recording of the Declaration, TOHOQUA RESERVE is no longer being operated as housing for older persons, in compliance with Act and HOPA, or persons under the age of nineteen (19) are allowed to Occupy any Home within the TOHOQUA RESERVE, then TOHOQUA RESERVE, shall lose its impact fee exemption and the Association shall pay School Impact Fees in effect at the time of such change or non-compliance for all Homes within TOHOQUA RESERVE. Such School Impact Fees shall be an Operating Expense and may be the subject of a Special Assessment.

16.8 Effect of Conflicting Terms. In the event of any conflict between the terms, covenants and provisions of this Section 16 and the other terms, covenants or provisions of this Declaration, as same may be amended or supplemented, and the terms, covenants and provisions of the Tohoqua Reserve Governing Documents, Title Documents or other agreements or covenants affecting TOHOQUA RESERVE that may be hereinbefore or hereinafter entered into and/or recorded in the Public Records, the terms, covenants and provisions of this Section 16 shall control.

16.9 No Obligation or Liability of Master Association or Master Declarant. Notwithstanding anything to the contrary this Section or elsewhere in this Declaration, the Master Declarant and Master Association shall have no responsibility, obligation or liability whatsoever with respect to the foregoing restrictions on occupancy, including without limitation, any obligation for enforcement or reporting requirements. The Master Association and Master Declarant shall not be liable to any person or entity whatsoever should the Declarant, the Association or any Owner fail for any reason whatsoever to comply with the requirements of the Act, HOPA or this Section 16.

17. Assessments.

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

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining TOHOQUA RESERVE, and in particular, without limitation, for the improvement, operation, repair, maintenance and replacement of the Common Areas (including CDD Facilities maintained by the Association pursuant to an agreement for same with the CDD, if any), including without limitation the Surface Water Management System and Conservation Easement Property (to the extent not maintained by the CDD) as well as any mitigation or preservation areas, including but not limited to work within Retention Areas, drainage structures and drainage easements (to the extent not conducted by the CDD) and providing for Duplex Maintenance through Duplex Assessments and Lot Landscaping and Irrigation Maintenance through Individual Assessments as provided below. 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 but excluding Assessments for Reserves ("**Installment Assessments**");

17.2.2 Assessments against Duplex Lots for all costs and expenses of Duplex Maintenance ("**Duplex Assessments**"), which shall be Individual Assessments and an additional Installment Assessments applicable against the Duplex Lots only. Duplex Assessments may vary based upon the costs and expenses of providing Duplex Maintenance to individual Duplex Lots.

17.2.3 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses ("**Special Assessments**");

17.2.4 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**");

17.2.5 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, including any CDD Facilities maintained by the Association (the "**Reserves**"), including without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities, Perimeter Walls/Fences, Surface Water Management System (if not maintained by the CDD), and any other Common Area improvements or infrastructure operated or maintained by the Association. In addition, the Board shall establish separate Reserves for periodic Duplex Maintenance which shall be funded by the Duplex Assessments on Duplex Lots and which may vary based upon the cost for periodic maintenance, repair or replacement of improvements for individual Duplex Lots. 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

17.2.6 Any specific assessment for costs incurred by the Association which amounts are by their nature applicable only to one or more Lots, but less than all Lots or amounts that vary from Lot to Lot, such as the cost of Lot Landscaping and Irrigation Maintenance ("**Individual Assessments**"). By way of example and not limitation, the cost of Lot Landscaping and Irrigation Maintenance for each Lot shall be an Individual Assessment against each Lot that varies based upon the size category of such Lot as provided in Section 10.15.5 above. There may also be Individual Assessments in varying amounts against an Owner's Lot for the cost of maintaining Owner Installed Landscaping located on same. In addition, 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.

17.2.7 Emergency Assessments. The Association may also levy an emergency assessment ("**Emergency Assessment**") at any time by a majority vote of the Board, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Areas, the Lots or Homes or Members of the Association, including but not limited to, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

17.2.8 Master Association Assessments. Any Master Association Assessments payable with respect to Lots in TOHOQUA RESERVE, as detailed in Section 17.25 below.

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 TOHOQUA

RESERVE conveyed to Owners or any greater number determined by Declarant from time to time. Notwithstanding the foregoing, Duplex Assessments and Reserves for Duplex Maintenance shall be allocated only among Duplex Lots. 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**") also 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 Date, 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 Voting Interests present (in person or by proxy) at a duly called 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 shall be uniform for all Lots improved with a Home, except as provided in this Declaration, including, without limitation, Duplex Assessments which are only applicable with respect to Duplex Lots (and may vary with respect to specific Duplex Lots). Special Assessments and Reserves shall be allocated equally to each Owner, except for Special Assessments and Reserves for Duplex Maintenance, which shall be additional Special Assessments or Reserves allocated equally to each Owner of a Duplex Lot. Notwithstanding anything to the contrary contained in the Tohoqua Reserve 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 Installment Assessment amount reflects that such 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 Vacant Lot or Spec Lot, as applicable, 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.

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 that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, in lieu of payment of Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A Members, Declarant shall have the option to pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association (the "**Deficit**"). Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay Assessments for Future Development Tracts, (ii) pay Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by Declarant, (iii) pay Special Assessments or Reserves, or (iv) 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 or funding 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 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 and Spec Lots, owned by Class A Members. Declarant shall not be responsible for any Reserves 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.

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. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, 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 Association. 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 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. The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected on an annual 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 a Lot from the Declarant shall pay to the Association an initial contribution in an amount determined by the Board from time to time, subject to the prior written approval of such amount by the Declarant (the "**Initial Contribution**") at the time of closing of the conveyance. The funds derived from the Initial Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, existing and future Operating Expenses, capital improvements, support costs and start-up costs. The Initial Contribution payable to the Association hereunder shall be in addition to any similar contribution, fee or charge payable to the Master Association, if any, under the Master Declaration in connection with such conveyance.

17.12 Resale Contribution. After the conveyance of a Lot in which an Initial Contribution is paid or payable as provided in Section 17.11 above, 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 an amount determined by the Board from time to time (the "**Resale Contribution**"). The Resale Contribution shall not be applicable to conveyances from or to 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. The Resale Contribution payable to the Association hereunder shall be in addition to any similar contribution, fee or charge payable to the Master Association under the Master Declaration, if any, in connection with such conveyance.

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. 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 ten (10) business days of a written request therefor, 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 Association or the Manager (as defined below) engaged by 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 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 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. However, 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. Failure by a Lender to furnish a notice of default to the Association shall not result in liability of the Lender because such notice is given as a courtesy to the Association and the furnishing of such notice is not an obligation of any Lender to the Association. 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 Association makes such payment on behalf of an Owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender with respect to such payment. 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 Subordination of the Lien to Master Association Assessments. The lien for assessments shall be subordinate to all liens of the Master Association for Master Association Assessments.

17.18 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. Each Assessment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such Assessments so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose Assessments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot shall be levied by the Association for such purpose.

17.19 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 five percent of the delinquent installments whichever is greater (or such greater amount established by the Board and permitted by applicable law), 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. Subject to providing any prior notice as may be required by law, if any, the Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the

best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, 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.

17.20 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, shall either (i) pay Installment Assessments for Operating Expenses on Lots and Homes owned by Declarant, or (ii) 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 TOHOQUA RESERVE subject to this Declaration from the Assessments, provided that such part of TOHOQUA RESERVE exempted is used (and as long as it is used) for any of the following purposes:

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

17.20.2 Any of TOHOQUA RESERVE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.21 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 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.

17.22 Rights to Pay Assessments and Receive Reimbursement. 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.

17.23 Mortgagee Right. Each Lender may request in writing that 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.

17.24 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. All such payments made by a Lessee to the Association shall be credited against rent and other sums due from such Lessee to such Owner. 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.

17.25 Master Association Assessments. Except as provided below, all Master Association Assessments shall be paid by the Association to the Master Association and all such Master Association Assessments and/or any other amounts owed to the Master Association pursuant to the Master Declaration shall be part of the Association's Operating Expenses and shall be included in the Association's budget and collected from the Owners in TOHOQUA RESERVE. Each Owner is obligated to pay to the Association all such Master Association Assessments owed to the Master Association, and the Association shall remit same to the Master Association. The Association shall remain obligated for all such amounts owed to the Master Association, whether or not collected from the Owners. The Master Association shall have all lien rights set forth in the Master Declaration; provided, however, in the event an Owner fails to pay such assessments to be collected by the Association, the Association shall be obligated to pay all such amounts owed to the Master Association, and the Association may, at any time thereafter, bring an action at law against Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. Notwithstanding the foregoing, any fines and "Individual Assessments" under the Master Declaration owed by Owners to the Master Association shall not be paid by the Association to the Master Association and shall be collected by the Master Association directly from the Owners. THE FOREGOING IS NOT INTENDED TO LIMIT ANY REMEDIES OF THE ASSOCIATION OR THE MASTER ASSOCIATION CONCERNING AN OWNER'S AND/OR THE ASSOCIATION'S FAILURE TO PAY ANY SUCH ASSESSMENTS.

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 Tohoqua Reserve 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 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.

19. Architectural Control.

19.1 Architectural Review Committee. The ARC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to TOHOQUA RESERVE. The ARC 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 ARC, and to appoint, remove, and replace all members of the ARC. Declarant shall determine which members of the ARC 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 thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ARC 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 ARC.

19.2 Membership. There is no requirement that any member of the ARC 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 TOHOQUA RESERVE. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and improvements within TOHOQUA RESERVE by Owners. The ARC shall have the right to evaluate all plans and specifications as to consistency with the Architectural Guidelines, 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 ARC. The ARC 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 TOHOQUA RESERVE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW TOHOQUA RESERVE 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 Architectural Guidelines. Each Owner and its contractors and employees shall observe, and comply with, and all construction or installation or landscaping or improvements in TOHOQUA RESERVE shall be consistent with the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC, as same may be amended from time to time. The Architectural Guidelines shall be effective from the date of adoption or amendment, as applicable; shall be specifically enforceable by injunction or otherwise: and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously constructed in compliance with or exempt from compliance with the Architectural Guidelines then in effect at the time of construction or installation of same. Until the Community Completion Date, Declarant shall have the right to approve, adopt or amend the Architectural Guidelines in its sole discretion.

19.6 Quorum. A majority of the ARC 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 ARC. In lieu of a meeting, the ARC may act in writing.

19.7 Power and Duties of the ARC. 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 on 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 ARC.

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

19.8.1 Each applicant shall submit an application to the ARC 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 ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC 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 ARC, 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 ARC.

19.8.2 In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC 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 ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC'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 ARC 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 and the impact of same on the cost of Duplex Maintenance and the cost of Lot Landscaping and Irrigation Maintenance and the impact of same on the Lot Irrigation System. In the event the ARC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ARC.

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

19.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC 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 ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ARC 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 ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC, 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 ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

19.10 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Architectural Guidelines, 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 Architectural Guidelines 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 ARC has been obtained:

19.12.1 Each Owner shall deliver to the ARC, if requested, copies of all construction and building permits as and when received by the Owner, as applicable. Each construction site in TOHOQUA RESERVE 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 TOHOQUA RESERVE shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in TOHOQUA RESERVE and no construction materials shall be stored in TOHOQUA RESERVE, subject, however, to such conditions and requirements as may be promulgated by the ARC. 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 Architectural Guidelines. If an Owner (or any of its contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ARC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ARC in its sole discretion.

19.12.2 There shall be provided to the ARC, 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. The ARC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Architectural Guidelines 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 ARC, 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 ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in TOHOQUA RESERVE.

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

19.13 Inspection. There is specifically reserved to the Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of TOHOQUA RESERVE 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 Architectural Guidelines.

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, as applicable, shall, upon demand of the Association or the ARC, 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 ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Architectural Guidelines, 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 of Non-Compliance. In the event that any Owner fails to comply with the provisions contained herein, the Architectural Guidelines, or other Tohoqua Reserve Rules and Regulations promulgated by the ARC, the Association and/or ARC 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 ARC, certifying that the Owner, as applicable, has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARC's rights set forth in this Section 19. The issuance of a Certificate of Compliance by the ARC with respect to any improvements shall not be deemed a representation that such improvements comply with any or all applicable health, safety or building codes applicable to such improvements or representation regarding the structural integrity, workmanship, materials, design, systems, safety or any other aspect or matter with respect to such improvements.

19.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Architectural Guidelines, any improvements of any nature made or to be made by Declarant, including without limitation, improvements made or to be made to the Common Areas or any Lot, shall not be subject to the review of the ARC, the Association, or the provisions of this Declaration or the Architectural Guidelines.

19.19 Exculpation. Declarant, Association, the directors or officers of the Association, the ARC, the members of the ARC, 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, Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications or the issuance of a Certificate of Non-Compliance or a Certificate of Compliance with respect to such Owner's Lot or any improvements constructed thereon. 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, Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant, and the ARC, 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, ARC or their members, officers and directors. Declarant, Association, its directors or officers, the ARC 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 and compliance thereof and for the quality of construction performed pursuant thereto.

19.20 Master Association DRB Approval and Master Association Design Review Manual. In addition to the foregoing requirements, installation and modification of landscaping and improvements by Owners and Lessees in TOHOQUA RESERVE shall be subject to review and approval of the Master Association DRB and compliance with the Master Association Design Review Manual as provided in Section 29.6.

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 this Declaration, or any of the other Governing Documents, including, without limitation, any provision herein or therein benefiting SFWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

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

20.1.4 Impede Master Declarant or the Master Association from exercising their rights or their responsibilities under the Master Association Governing Documents.

20.1.5 Impede the CDD from exercising its rights or performing its responsibilities under the CDD Documents.

20.1.6 Undertake unauthorized improvements or modifications to a Lot or Common Areas; or

20.1.7 Impede Declarant from proceeding with or completing the development of TOHOQUA RESERVE, as the case may be;

Then Declarant and/or Association, and the Master Declarant and/or Master 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 applicable, 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 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, as applicable, 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 applicable, 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, Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Architectural Guidelines, 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 Architectural Guidelines may be enforced by Declarant and/or, where applicable, Owners, and/or the Association and/or the Master Declarant or Master 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 expense of any litigation to enforce this Declaration or Architectural Guidelines 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 Architectural Guidelines. SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, 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, against an Owner, tenant, guest or invitee, for failure to comply with any provision of the Tohoqua Reserve Governing Documents including, without limitation, those provisions benefiting SFWMD, and the Architectural Guidelines.

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 "**Compliance 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 Compliance 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, Immediate Family Member, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Compliance 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 Association's Board of Directors.

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

20.6.4 The Compliance 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 Compliance Committee may fine an Owner, tenant, 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, including, without limitation, existing and future Operating Expenses, capital improvements, support costs and administrative costs. 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.

20.6.5 Notwithstanding the foregoing, the Compliance Committee may not suspend the right of any Owner, Lessee, Immediate Family Member, guest or invitee to use those portions of the Common Areas used to provide access or utility services to any Lot or Home or impose a suspension which impairs the right of any Owner, Lessee or Immediate Family Member to have vehicular and pedestrian ingress to and egress from their Lot or Home, including, but not limited to, the right to park vehicles as permitted in this Declaration.

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 TOHOQUA RESERVE and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of TOHOQUA RESERVE. 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 TOHOQUA RESERVE, including Common Areas and

CDD Facilities, as applicable, 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 and CDD Facilities, as applicable, 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 TOHOQUA RESERVE will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Architectural Guidelines, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of TOHOQUA RESERVE 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 TOHOQUA RESERVE and/or on the Common Areas without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market TOHOQUA RESERVE in advertisements and other media by making reference to TOHOQUA RESERVE, including, but not limited to, pictures or drawings of TOHOQUA RESERVE, Common Areas, Parcels and Homes constructed in TOHOQUA RESERVE. All logos, trademarks, and designs used in connection with TOHOQUA RESERVE are the property of Declarant, and 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, including the Recreational Facilities, for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant outside of TOHOQUA RESERVE.

21.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Declarant may 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 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 TOHOQUA RESERVE 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, as applicable, 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, 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 Declarant's discretion.

21.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration, the Architectural Guidelines or any other Governing Document and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees and cost at all levels of proceeding, including before trial, in mediation, arbitration and other alternative dispute, resolution proceedings, at all trial levels and 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 TOHOQUA RESERVE from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

21.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of TOHOQUA RESERVE 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 TOHOQUA RESERVE or adjacent to or near TOHOQUA RESERVE, 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 regarding the Common Areas and Recreational Facilities.

21.11 Access/Entrance/Exit Gates Open During Daytime Hours. Until the Community Completion Date, Declarant reserve a right and easement for access over and through the streets, private roadways, and sidewalks of TOHOQUA RESERVE for ingress and egress for Declarant's employees, agents, contractors, subcontractors, deliverymen, vendors, customers and invitees. At Declarant's sole option, until the Community Completion Date, all entrance or exit gates limiting access to TOHOQUA RESERVE shall be open every day, including weekends and holidays, during hours to be established by Declarant from time to time (the "**Declarant Operating Hours**").

21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TOHOQUA RESERVE GOVERNING DOCUMENTS, THE DECLARANT, THE ASSOCIATION AND THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF TOHOQUA RESERVE 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 TOHOQUA RESERVE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF TOHOQUA RESERVE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF TOHOQUA RESERVE AND THE VALUE THEREOF:

21.12.2 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 OR PREVENTS TORTIOUS ACTIVITIES;

21.12.3 THE PROVISIONS OF TOHOQUA RESERVE 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 TOHOQUA RESERVE (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, DECLARANT AND

INDEMNIFIED PARTIES ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION, DECLARANT AND INDEMNIFIED PARTIES HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE.

21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE TOHOQUA RESERVE 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 TOHOQUA RESERVE 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 OSCEOLA COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN OSCEOLA COUNTY, FLORIDA.

21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OPPORTUNITY TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT 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 AND 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 TOHOQUA RESERVE TO THIS DECLARATION AND/OR SELL A LOT OR HOME TO SUCH OWNER, EACH OWNER, BY ACCEPTANCE OF A DEED WITH RESPECT TO THEIR LOT OR HOME, SHALL BE DEEMED TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT AND THE DECLARANT INDEMNIFIED PARTIES AND THE MASTER INDEMNIFIED PARTIES 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 AND THE DECLARANT INDEMNIFIED PARTIES AND/OR THE MASTER INDEMNIFIED PARTIES, 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 sets 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 TOHOQUA RESERVE, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 4, 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 TOHOQUA RESERVE 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. Prior to the Community Completion Date, all sales, promotional, and advertising materials for any sale of property in TOHOQUA RESERVE may 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. The Master Declarant also has approval rights with respect to such sales, promotional and advertising materials pursuant to Section 21.18 of the Master Declaration.

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

name "Tohoqua" and its logo in any printed or promotional material pursuant to Section 21.19 of the Master Declaration.

21.20 Density Transfers. If any party shall develop any portion of TOHOQUA RESERVE so that the number of Lots contained in such portion of TOHOQUA RESERVE 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, 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 and powers and reservations of Declarant, as the case may be, herein contained may be conveyed or assigned in whole or 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 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 TOHOQUA RESERVE 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 the City or other 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 the City or 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 TOHOQUA RESERVE, to execute or otherwise join in any petition and/or other documents required in connection with a request for the City's creation of any special taxing district relating to TOHOQUA RESERVE or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or

any other Tohoqua Reserve Governing Document or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, 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, 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, at 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.

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 on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF TOHOQUA RESERVE 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, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO TOHOQUA RESERVE, 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 TOHOQUA RESERVE, 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 TOHOQUA RESERVE 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 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 TOHOQUA RESERVE 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 or issued by the City (collectively, the "**Title Documents**"). Declarant's plan of development for TOHOQUA RESERVE 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, 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. Subject to the rights of Master Declarant or Master Association to contract for same pursuant to the Master Declaration as set forth in Section 29.9 below and Section 24.9 of the Master Declaration, 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 TOHOQUA RESERVE. 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 by the Association to the Telecommunications Provider for such Telecommunications Services provided to all Homes shall be Operating Expenses and shall be included within the annual budget of the Association. Owners and Lessees may contract directly with such Telecommunications Provider for additional Telecommunications Services not provided for in contracts entered into by the Association and all such costs and expenses of same shall be the responsibility of such Owner or Lessee.

24.10 Notices and Disclaimers as to Telecommunications Systems. Declarant, the Association, or their successors, assigns or franchisees and any applicable Telecommunications Providers may enter into contracts for the provision of security services through any Telecommunications Systems. DECLARANT, THE ASSOCIATION, TELECOMMUNICATIONS PROVIDERS AND THEIR FRANCHISEES, DO NOT

GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY. THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF A HOME SERVICED BY THE TELECOMMUNICATIONS SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF DECLARANT, THE ASSOCIATION OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of a Home receiving security services agrees that Declarant, the Association or any successor, assign or franchisee thereof and any Telecommunications Provider assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the Telecommunication Systems further agrees for himself, his grantees, Lessees and their respective Immediate Family Members, guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of such system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Association or any other Indemnified Party for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/00 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by Declarant, the Association, the Telecommunications Provider or any Indemnified Party. Further, in no event will Declarant, the Association, any Indemnified Party, any Telecommunications Provider or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Telecommunication Services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Telecommunications Services shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Telecommunications Services, regardless of whether or not same is caused by reasons within the control of the Telecommunications Provider.

24.11 Enforcement of Tohoqua Reserve Governing Documents. Enforcement of the Tohoqua Reserve 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 Tohoqua Reserve Governing Documents.

24.12 Electronic or Video Communication. Wherever the Tohoqua Reserve 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.

24.13 Electronic Transmission as Substitute for Writing. Wherever the Tohoqua Reserve 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. Surface Water Management System.

25.1 Surface Water Management System. The CDD shall be responsible for the maintenance, operation and repair of the SWMS, ditches, canals, lakes, and Retention Areas in TOHOQUA RESERVE. Maintenance of the SWMS shall mean the exercise of practices which allow the SWMS to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SFWMD. The CDD shall be responsible for such maintenance and operation. Any repair or reconstruction of the SWMS shall be as permitted, or if modified as approved by the SFWMD. Operation and maintenance and any required reinspection of the SWMS shall be performed in accordance with the terms and conditions of the Permit. All portions of the SWMS within TOHOQUA RESERVE, excluding those areas (if any) normally maintained by the City or another governmental agency, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the CDD's ultimate responsibility for the maintenance of SWMS, the Association shall have the right to enforce the provisions of this Section 25 to the extent the CDD does not take enforcement action. All private drainage easements, if any, specifically granted or dedicated to the Association on the Plat or by separate instrument (the "**Private Drainage Easements**") shall be Common Areas to be maintained by the Association. The Declarant hereby grants the Association an easement of ingress and egress across all Lots containing Private Drainage Easements for the purpose of regulating and maintaining same.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without prior written consent of the SFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there

exists within TOHOQUA RESERVE a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SFWMD in the Permit may be conducted without specific written approval from SFWMD and the City.

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 lake, pond or other water retention, or drainage areas which it abuts, and no portion of any lake, pond or other water retention or drainage areas which is located on any Lot shall be filled. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage 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 lake, pond or other water management area, nor is any boating, fishing, swimming, or wading in such areas allowed, except as expressly permitted in this Declaration.

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

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

25.1.6 SFWMD and the City have has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the CDD or the Association, as applicable to compel them to correct any outstanding problems with the SWMS or in mitigation or conservation areas under the responsibility or control of the CDD or Association, as applicable.

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS and any proposed conveyance or abandonment of any

Common Areas containing or affecting the SWMS shall have the prior written approval of SFWMD and the City.

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

25.1.9 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the Conservation Easement Property or any wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in any Conservation Easement, Private Drainage Easement, Drainage Swale Easement or in the Permit or Plat of TOHOQUA RESERVE, unless prior approval is received from the SFWMD and the City, as appropriate.

25.1.10 Each Owner within TOHOQUA RESERVE at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SFWMD and the City.

25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the Retention Areas, ponds, lakes, Conservation Easement Property, Perimeter Buffer Easements or Private Drainage Easements wetlands, preserves, upland buffers or similarly designated areas within or abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Retention Areas, ponds, lakes or Conservation Easement Property to SFWMD and the City.

25.1.12 No Owner shall conduct any construction, clearing, grading or landscaping within any Private Drainage Easement, Drainage Swale Easement or Perimeter Buffer Easement or otherwise improve or alter the character of any Private Drainage Easement, Drainage Swale Easement or Perimeter Buffer Easement.

25.2 Proviso. Any proposed amendment to the Tohoqua Reserve Governing Documents that alters the SWMS, beyond maintenance in its original condition, including mitigation or preservation areas, conservation areas and/or the water management portions of the Common Areas, must have the prior approval of the SFWMD. Notwithstanding any other provision in this Declaration, no amendment of the Tohoqua Reserve Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the CDD's or Association's, as applicable, responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SFWMD for approval and for a determination of whether the amendment necessitates a modification of the Permit. Any amendment affecting the SWMS or Conservation Easement Property will not be finalized until any necessary modification of the Permit is approved by SFWMD or the Association (or other permittee named in the Permit) is advised that a modification is not necessary.

25.3 Provision for Budget Expense. In the event TOHOQUA RESERVE has on site wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SFWMD determines that the area(s) is successful in accordance with the Permit and all other applicable permits and regulatory requirements.

25.4 SFWMD Enforcement. The SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the SWMS.

25.5 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the SWMS or drainage system within the TOHOQUA RESERVE under the plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall indemnify and hold Declarant and all Declarant Indemnified Parties harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the SWMS occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees. Upon completion of construction of the SWMS, Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall accept such assignment and shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant and all Declarant Indemnified Parties harmless therefrom.

26. Additional Disclosures and Restrictions.

26.1 Street Lighting Agreement. The Association may enter into an agreement to provide street lighting throughout TOHOQUA RESERVE with a utility provider or company on such terms as are acceptable to the Association in its sole discretion (the "**Street Lighting Agreement**"). The cost of providing street lighting to TOHOQUA RESERVE pursuant to the Street Lighting Agreement shall be an Operating Expense of the Association.

26.2 Disclosure of Agricultural Operations Near Project. Each Owner, by accepting a deed to a Lot, acknowledges that: (a) TOHOQUA RESERVE is located in the vicinity of agricultural properties; (b) Lots within TOHOQUA RESERVE may be subject to odors, fumes, smells and physically airborne particulates caused by the operation and maintenance of neighboring agricultural properties; and (c) pesticides, insecticides and fertilizers may drift over and disperse upon portions of TOHOQUA RESERVE from time to time as a result of crop dusting and other similar activities on neighboring agricultural properties involving the application of such substances.

26.3 Wild Animals. TOHOQUA RESERVE is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto TOHOQUA RESERVE, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any

portion of TOHOQUA RESERVE. Conduct that may attract wild creatures onto TOHOQUA RESERVE, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) keeping bees; (iv) not keeping garage doors closed in accordance with Section 12.16 hereof; and (v) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate Tohoqua Reserve Rules and Regulations which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto TOHOQUA RESERVE. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate Tohoqua Reserve Rules and Regulations mandating that Owners acquire, at their sole cost and expense, and use so called "Bear Resistant Trash Containers" for the disposition of food waste. Any such Bear Resistant Trash Containers shall be a type or types that are acceptable to the Association and that are capable of pick-up by any trash hauler(s) servicing TOHOQUA RESERVE.

26.4 Association and Declarant Not Insurers of Safety or Security. The Association may, but shall not be obligated to, maintain or support various activities within TOHOQUA RESERVE which are intended to foster or promote safety or security. In no event shall the Association, the Declarant, the Master Declarant, the Master Association or the other Indemnified Parties in any way be considered insurers or guarantors of security within TOHOQUA RESERVE, nor shall any of them be held liable for any loss or damage by reason of the lack of adequate security or safety measures or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any manned or remotely monitored gatehouse, electronically or remotely monitored and operated entrance and exit gates and doors, fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about TOHOQUA RESERVE cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that entrance or exit gate(s) or any person acting as a gate attendant or monitoring such systems shall provide security services or prevent unauthorized persons from entering upon TOHOQUA RESERVE. Each Owner, Lessee, Immediate Family Member, guest, invitee or any other person entering upon TOHOQUA RESERVE therefore and thereby acknowledges, understands and agrees that the Declarant, the Association, and the Indemnified Parties are not insurers or guarantors of safety or security and that each person entering upon TOHOQUA RESERVE assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each Owner, Lessee, Immediate Family Member, guest, invitee or any other person entering upon TOHOQUA RESERVE specifically acknowledges, understands and agrees that entrance and exit gates in TOHOQUA RESERVE are only provided as traffic or pedestrian control devices and are not provided as a measure of safety or security.

26.6 Traffic Enforcement. At the Association's option, the Association may enter into an agreement to provide for enforcement of traffic laws within TOHOQUA RESERVE by the sheriff and all costs of such enforcement incurred by the sheriff shall be paid by the Association

as an Operating Expense. Neither the Declarant, the Association, the Master Declarant or the Master Association shall have any obligation to provide for any such traffic enforcement.

26.7 Gatehouses, Entrance and Exit Gates and Systems and Doors. Gatehouses, entrance and exit gates and systems or doors may be constructed within or adjacent to TOHOQUA RESERVE, in order to limit access to TOHOQUA RESERVE or the Recreational Facilities and to provide more privacy for the Owners and Lessees, and may be either manned, remotely monitored and operated or grant access through a remote access device, access card, key code or other manner. Each Owner and Lessee and their Immediate Family Members, guests and invitees, acknowledge that any such gatehouses, entrance and exit gates and doors and entrance and exit systems may restrict or delay entry into, or access within TOHOQUA RESERVE by police, fire department, ambulances and other emergency vehicles or personnel. Each Owner and Lessee and their Immediate Family Members, guests and invitees agree to assume the risk that any such gatehouses, entrance and exit gates and doors and entrance and exit systems will restrict or delay entry into, or access within TOHOQUA RESERVE by police, fire department, ambulances or other emergency vehicles or personnel. Neither the Declarant, the Association nor any of the Indemnified Parties shall be liable to any Owner or Lessee or their Immediate Family Members, guests or invitees for any claims or damages resulting directly or indirectly from the construction, existence, maintenance, monitoring, operation, delays in operation, staffing or monitoring or failure or delay in staffing or monitoring of any such gatehouses, entrance and exit gates, entrance and exit systems and remotely monitored and operated doors.

If any such gatehouses, entrance and exit gates, entrance and exit systems and doors are constructed within TOHOQUA RESERVE, the Declarant makes no representations or warranties (i) that staffing or monitoring of same will be provided, (ii) if staffing or monitoring is provided, that it will be provided during any particular hours or be continued in the future, (iii) regarding training of staff, (iv) regarding operational policies and activities of the staff monitoring and operating such gatehouses, entrance and exit gates or doors or function or operation of any such entrance and exit systems. Nothing contained in this Declaration and nothing that may be represented to a purchaser by real estate brokers or salesmen representing the Declarant shall be deemed to create any covenants or restrictions, implied or express, with respect to the existence, operation, staffing, monitoring or effectiveness of any gatehouses or gatehouse staff or entrance and exit gates and systems or doors.

26.8 Eagle's Nest Disclosure. A Plat in TOHOQUA RESRVE may include a Tract (the "**Eagle's Nest Tract**") which may contain an active eagle's nest (the "**Eagle's Nest**"). Federal, State, and local law may prohibit or restrict activities that could disturb the Eagle's Nest or interfere with the access to or use of the Eagle's Nest by bald eagles (the "**Eagles**"). The Board may adopt Tohoqua Reserve Rules and Regulations designed to (i) prohibit or restrict access to the Eagle's Nest Tract, (ii) preserve the natural condition of the Eagle's Nest Tract and (iii) prohibit or restrict activities which could disturb the Eagle's Nest Tract or the Eagle's Nest, if any, located on the Eagle's Nest Tract. Declarant makes no warranty or representation regarding the current or future presence or absence of Eagles at any location within or in proximity to TOHOQUA RESERVE. The Eagle's Nest Tract is subject to that certain permit issued to Master Declarant by the United States Fish and Wildlife Service of the U.S. Department of Interior (the "**USFWS**") a copy of which is attached as Exhibit "5" hereto (as hereinafter

amended, supplemented or replaced, the "**Eagle's Nest Permit**"). The Eagle's Nest Permit regulates building activities and other activities in and around Eagle's Nest Tract and Eagle's Nest which may disturb Eagle's Nest or the activities of Eagles. The requirements, restrictions and regulations of the Eagle's Nest Permit include the following items:

26.8.1 Establishes a 1.80 conservation area (the "**Eagle's Nest Conservation Area**") around the Eagle's Nest.

26.8.2 Requires compliance with measures prescribed in the Eagle's Nest Permit to avoid or minimize the impact on Eagles or the Eagle's Nest during eagle nesting season (October 1 to May 15) or any other times when Eagles are present in the Eagle's Nest Conservation Area and the Eagle's Nest is in use.

26.8.3 Requires immediate notification to the USFWS in the event of any impact to the Eagle's Nest, discovery of Eagle carcasses or injury to any live Eagles or Eagle's eggs or abandonment of the Eagle's Nest.

26.8.4 Provides for habitat management activities within the Eagle's Nest Conservation Area.

26.8.5 Regulates and restricts construction activities within 660 feet and 330 feet of the tree containing the Eagle's Nest.

26.8.6 Establishes, monitoring and reporting requirements for Eagle presence and activities in the "Nesting Territory" defined in the Eagle's Nest Permit as up to a 1.5 mile radius of the Eagle's Nest on property which is legally accessible by the permittee by a qualified Eagle monitor, including reporting if a new eagle's nest is built on the property subject to the Eagle's Nest Permit or within the Nesting Territory. Such monitoring requirements include maintaining records in accordance with the requirement of the Eagle's Nest Permit, the USWFS and applicable federal regulations.

26.8.7 Requires access for personnel of the USWFS or other qualified persons designated by the USWFS to the areas where Eagles are likely to be affected by construction project activities at any reasonable hour and with reasonable notice from the USWFS for the purpose of monitoring Eagles at the sites while the Eagle's Nest Permit is valid and for up to three (3) years after it expires.

Additional requirements, terms and conditions of the Eagle's Nest Permit are set forth therein. All Owners, Lessees, Immediate Family Members, guests and invitees shall comply in all respects with all terms, conditions and requirements of the Eagle's Nest Permit. The ARC may impose additional conditions and requirements in connection with approval of installation or modifications of any improvements or landscaping to any Lot or Home pursuant to Section 19 below in order to insure compliance with the Eagle's Nest Permit. The Association shall be the entity responsible for ensuring compliance with the terms, conditions and requirements of the Eagle's Nest Permit, including all monitoring and reporting requirements thereunder and enforcing compliance with the terms and conditions of Eagle's Nest Permit by all Owners, Lessees, Immediate Family Members, guests and invitees. In the event any Owner or Lessee or their respective Immediate Family Members, guests or invitees in any way violates Eagle's Nest

Permit or disturbs or impacts the Eagle's Nest Tract, Eagle's Nest Conservation Area, Eagle's Nest or any Eagles located within TOHOQUA RESERVE, the Association may recover from the Owner of such Lot as an individual assessment all costs and expense incurred by the Association in restoration of the Eagle's Nest Tract, Eagle's Nest Conservation Area or Eagle's Nest, all additional monitoring and reporting required by the USWFS in connection with same and all fines, assessments, charges or other costs incurred by the Association as a result of any such violation or impact.

27. Conservation Easements.

27.1 Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the SFWMD and/or the City (the "Easement Grantee") to accept easements for the preservation of the natural habitat (such easements shall be referred to herein as the "**Conservation Easements**"). The easement areas for certain recorded Conservation Easements in favor of the SFWMD may be set forth on the Plat, or may be set forth on plats or in separately recorded instruments. There are no other Conservation Easements established by this Declaration; however, Declarant reserves unto itself and to the Association the right to grant such easements over and upon portions of the Common Area or Lots unto the Easement Grantee pursuant to the provisions of Section 704.06, Florida Statutes. Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes, and the following provisions. For the purposes of this Declaration, any portion of any Lot or the Common Area or any lands within TOHOQUA RESERVE encumbered by a Conservation Easement or Perimeter Buffer Easement or designated as a "Conservation Tract" or similar term shall be referred to as the "**Conservation Easement Property**." All Conservation Easement Property will be maintained by the CDD or Association, as applicable, in accordance with the requirements of the SFWMD, Permit and any applicable Conservation Easements.

27.2 Purpose. The purpose of a Conservation Easement is to assure that the Conservation Easement Property will be retained forever in its existing natural condition and to prevent any use of the Conservation Easement Property that will impair or interfere with the environmental value of the Conservation Easement Property. It is the further purpose of the Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Conservation Easement Property onto adjacent sovereignty submerged lands except as approved in the Permit (or any modification thereto) or any Management Plan attached to the Permit (the "**Management Plan**"). Those wetland and upland areas included in any Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and the Management Plan which has been approved in writing by the SFWMD, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

27.3 Prohibited Acts and Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described in the Conservation Easement or in the Management Plan any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities

and uses are expressly prohibited (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the SFWMD):

27.3.1 constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;

27.3.2 dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

27.3.3 removing, trimming or destroying trees, shrubs, or other vegetation except:

27.3.3.1 The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

27.3.3.2 The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

27.3.3.3 Activities authorized by the Permit or described in any Management Plan or otherwise approved in writing by the SFWMD are authorized; and

27.3.3.4 Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the SFWMD are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, the owner of the Conservation Easement Property shall notify the SFWMD in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the SFWMD approved the plan.

27.3.4 excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

27.3.5 using the surface area of the Conservation Easement Property, except for purposes that permit the land or water area to remain predominantly in its natural restored, enhanced or created condition;

27.3.6 activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including, but not limited to, ditching, diking, clearing and fencing;

27.3.7 acting upon or using the Conservation Easement Property in a manner detrimental to such retention of land or water areas;

27.3.8 acting upon or using the Conservation Easement Property in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

27.4 Reserved Rights. The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including, without limitation, the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly prohibited herein and are not inconsistent with the Permit (or any modifications thereto), and the Management Plan, and the purposes of the Conservation Easement.

27.5 Rights of Easement Grantee. To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, grant the following rights to the Easement Grantee and Declarant:

27.5.1 To enter upon the Conservation Easement Property at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in the Conservation Easement, and to enforce the rights therein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Property by the owner thereof at the time of such entry; and

27.5.2 To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the prohibited activities set forth therein, and to require the restoration of such areas or features of the Conservation Easement Property that may be damaged by any activities or use that is inconsistent with the Conservation Easement.

27.6 Easement Grantee's Discretion. The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the CDD, Association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the CDD, Association, Declarant or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

27.7 Easement Grantee's Liability. The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

27.8 Riparian Rights. The Conservation Easement shall convey to Easement Grantee the grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Property except as necessary to construct, use, and maintain the structures and activities, if any, approved in the Conservation Easement or Permit (or any modifications thereto) or Management Plan. The owner of the affected Conservation Easement Property shall specifically reserve the right to conduct limited vegetation removal and clearing necessary for constructing boat docks, piers, adjoining boardwalks, and other preemptive structures, if any, and activities described in the Conservation Easement or Permit (or any modifications thereto) or Management Plan. Such owner shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Property. This reservation does not release the Grantor from the duty of obtaining any necessary SFWMD, federal, state or local government permit authorizations or state-owned lands approved for construction of the structures.

27.9 Acts Beyond Declarant's, CDD's or Association's Control. Nothing contained in the Conservation Easement shall be construed to entitle the Easement Grantee to bring any action against Declarant, the CDD or the Association for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Declarant's, CDD's or the Association's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant, CDD or Association under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.

27.10 Recordation. Declarant shall record any Conservation Easement in a timely fashion and Declarant and the owners of any Lots or Common Areas encumbered by the Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The owners of any Lots or Common Areas encumbered by the Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. Declarant will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

27.11 Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

27.12 Restrictive Covenants Affecting Conservation Easements. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement Property, nor shall any person, including, but not limited to any Owner, Declarant and the Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within, or grade or alter such Conservation Easement Property without the prior written consent (as evidenced by any required permit or other official certification) of the Association, Declarant, the City, the CDD and the SFWMD. No alteration of or encroachment into Conservation Easement Property shall occur unless approved by the City, SFWMD or any other appropriate state or federal agencies with jurisdiction over same.

27.13 Conveyance to Association or CDD. In the future, Declarant may convey some or all of the Conservation Easement Property to the Association or the CDD. Upon any such conveyance by Declarant of all or a portion of such Conservation Easement Property as aforesaid, Declarant shall be automatically released from any obligations and liability under the Conservation Easement arising from and after the date of such conveyance as to the portion of the Conservation Easement Property conveyed by Declarant; provided, however, that no such conveyances shall relieve Declarant from any obligations under the Permit unless and until the Permit is transferred to the Association or CDD, as applicable.

28. Tohoqua Community Development District. TOHOQUA RESERVE is within the jurisdiction of the CDD and subject to CDD Assessments. Portions of TOHOQUA RESERVE may be owned by the CDD, including, but not limited to, open space areas, drainage systems, the SWMS, utilities and/or wetland conservation areas. In the event that any portions of TOHOQUA RESERVE are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**CDD Facilities**"). EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREA.

28.1 Creation of the CDD. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. Lots, Homes and other portions of TOHOQUA RESERVE are under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, subdivision improvements, environmental mitigation, roadways, the utility lines, land acquisition, perimeter walls/fences, miscellaneous utilities for TOHOQUA RESERVE and other infrastructure projects and services necessitated by the development of, and serving lands within TOHOQUA RESERVE (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for these CDD Facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "**CDD Debt Service Assessments**") levied on all benefiting properties in the CDD, which property has been found to be specially benefited by such Public Infrastructure. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services (the "**CDD O&M Assessments**").

28.2 CDD Assessments. The CDD Assessments, including the CDD Debt Service Assessments and CDD O&M Assessments, will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Osceola County and disbursed to the CDD. The homestead exemption is not applicable to the CDD Assessments. Because a tax bill cannot be paid in part, failure to pay the CDD Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the

loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. Any future CDD Assessments and/or other charges due with respect to the CDD Facilities are direct obligations of Owner and are secured by a lien against Owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Home.

28.3 Common Areas and Facilities Part of CDD. Portions of the Common Areas may become part of the CDD. In such event, Common Areas will become part of the CDD Facilities, will be part of the CDD and the CDD shall govern the use and maintenance of the CDD Facilities. Some of the provisions of this Declaration will not apply to such CDD Facilities, as the CDD Facilities will no longer be Common Areas once conveyed to the CDD. Any conveyance of Common Areas to the CDD shall in no way invalidate this Declaration. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to the CDD or the Association. If conveyed to the CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The CDD may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the CDD Facilities, or the Association's responsibility to maintain the CDD Facilities, if any. Among other factors, the establishment of the CDD and the inclusion of CDD Facilities in the CDD obligates each Owner to become responsible for the payment of CDD Debt Service Assessments and CDD O&M Assessments for the construction and operation of the CDD Facilities as set forth in this Section.

28.4 Facilities Owned by CDD. The CDD Facilities may be owned and operated by the CDD or owned by the CDD and maintained by the Association. The CDD Facilities may be owned by a governmental entity other than the CDD. The CDD Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the CDD Facilities under the CDD Documents, applicable laws and regulations, or otherwise.

28.5 CDD Facilities Maintenance. The CDD may contract with the Association for the maintenance, repair, and replacement, management and operation of the CDD Facilities, subject to any written agreement accepted by the Association.

28.6 CDD Recreational Facilities.

28.6.1 General Restrictions. Certain CDD Facilities are intended for recreational activities (collectively, the **"CDD Recreational Facilities"**), which such CDD Recreational Facilities shall be owned and maintained by the CDD. Each Owner, Immediate Family Member and other person entitled to use the CDD Recreational Facilities shall comply with following general restrictions:

28.6.1.1 Minors. Minors are permitted to use the CDD Recreational Facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. Parents are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The CDD or the Master Association, to the extent authorized by the CDD, may adopt rules and regulations from time to time governing minors' use of the CDD Recreational Facilities, including, without

limitation, requirements that minors be accompanied by adults while using the CDD Recreational Facilities.

28.6.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner and their Lessees, and their respective Immediate Family Members, guests and invitees, and the personal property of all of the foregoing, and each Owner shall not allow any such parties to damage the CDD Recreational Facilities or interfere with the rights of other parties using the CDD Recreational Facilities. The Declarant, the CDD and the Association shall not be responsible for any loss or damage to any private property used, placed or stored on the CDD Recreational Facilities. Further, any person entering the CDD 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 CDD Recreational Facilities.

28.6.1.3 Activities. Any Owner, Lessee, Immediate Family Member, guest or other person who, in any manner, makes use of the CDD 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 CDD Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the CDD Recreational Facilities, caused by such Owner, their Lessees and their respective Immediate Family Members, guests or invitees. No Owner or Lessee may use the CDD Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the CDD (or the Master Association if the CDD delegates its rights to manage the CDD Recreational Facilities to the Master Association), which consent may be withheld for any reason.

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

28.6.3 Indemnification. By the use of the CDD Recreational Facilities, each Owner, Lessee, Immediate Family Member, guest and invitee agrees to indemnify and hold harmless the Master Declarant, CDD, the Master Association, Declarant, the Association and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, **"CDD Recreational Facilities Indemnified Parties")** against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, **"CDD Recreational Facility Losses"**) incurred by or asserted against any of the CDD Recreational Facility 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 CDD Recreational Facilities by Owners, Lessees, Immediate Family Members and their guests and invitees and/or from any act or omission of any of the CDD Recreational Facility Indemnified Parties. Losses shall include the deductible payable under any insurance policies covering the CDD Recreational Facilities.

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

28.6.5 Basis for Suspension. The rights of an Owner or their Lessee to use the CDD Recreational Facilities may be suspended by the CDD (or the Master Association if the CDD delegates its rights to manage the CDD Recreational Facilities to the Master Association) if, in the sole judgment of the Master Association or CDD, as applicable:

28.6.5.1 the Owner, Lessee, an Immediate Family Member, guest, invitee or other person for whom an Owner is responsible violates one or more of the Master Association Rules and Regulations or other rules and regulations applicable with respect to the CDD Recreational Facilities;

28.6.5.2 an Owner, Lessee, Immediate Family Member and/or their guest, invitee or other person for whom an Owner is responsible has injured, harmed or threatened to injure or harm any person within the CDD Recreational Facilities, or harmed, destroyed or stolen any personal property within the CDD Recreational Facilities; or

28.6.5.3 an Owner fails to pay Master Association Assessments or CDD O&M Assessments due.

28.6.6 Types of Suspension. The CDD (or the Master Association if the CDD delegates its rights to manage the CDD Recreational Facilities to the Master Association) may restrict or suspend, for cause or causes described in the Master Declaration, any Owner's or Lessee's privileges to use any or all of the CDD Recreational Facilities. By way of example, and not as a limitation, the CDD or the Master Association may suspend a Lessee's privileges to use any or all of the CDD Recreational Facilities if such Lessee's Owner fails to pay Master Association Assessments or CDD O&M Assessments due in connection with a leased Home. In addition, the CDD or the Master Association may suspend the rights of a particular Owner or Lessee (and/or Immediate Family Member) or prohibit an Owner or Lessee (and/or Immediate Family Member) from using a portion of the CDD Recreational Facilities. No Owner whose privileges or whose Lessee's privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Master Association Assessments or CDD O&M Assessments or any other fees. During the restriction or suspension, Master Association Assessments and CDD O&M Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner or their Lessee be reinstated until all Master Association Assessments, CDD O&M Assessments and other amounts due to the Master Association or the CDD are paid in full.

28.7 Conveyance of CDD Tracts and Facilities to the Association as Common Areas. The CDD, at its option, after all long and short term debt to finance Public Infrastructure has been paid in full and all CDD Debt Service Assessments on TOHOQUA RESERVE have been paid in full, and subject to compliance with all applicable legal requirements, may transfer and convey to the Association any or all of the CDD Tracts and CDD Facilities (and associated easement rights in favor of the CDD with respect to same) (i) which the Association has been operating and maintaining pursuant to a maintenance agreement with the CDD or (ii) which the Association, in its sole discretion, agrees to accept for future operation and maintenance. Nothing herein shall obligate the CDD to transfer or convey any such CDD Tracts or CDD Facilities to the Association. If transferred and conveyed by the CDD to the Association, the Association shall accept such CDD Tracts and CDD Facilities and same shall become Common Areas owned and maintained by the Association pursuant to this Declaration.

28.8 Additional Disclosure. THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

29. Master Declaration and Master Association Matters. TOHOQUA RESERVE is subject to the terms, conditions, covenants and easements of the Master Declaration and the jurisdiction of the Master Association. Each Owner, by acceptance of title to their Lot or Home, acknowledges and agrees that their ownership and occupancy of same and their use of Common Areas and Master Association Common Areas shall be subject to, and that they and all Lessees, Immediate Family Members and their respective guests and invitees shall fully comply with, every term, condition, covenant and restriction set forth in the Master Declaration. The Master Declaration provides as follows with respect to TOHOQUA RESERVE:

29.1 Easements for Enjoyment of Master Association Common Area. Owners within TOHOQUA RESERVE have a non-exclusive right and easement of enjoyment in and to the Common Area, as defined in the Master Declaration, including areas designated as Common Areas in or pursuant to the Master Declaration (the "**Master Association Common Areas**"), subject to the Master Association Governing Documents and subject to the rights of the Master Declarant and Master Association and other matters as set forth in the Master Declaration, including without limitation Section 15.1 of the Master Declaration.

29.2 Master Association Membership and Voting Rights. Owners in TOHOQUA RESERVE are also members of the Master Association. All membership voting rights of Owners with respect to the Master Association are set forth in the Master Declaration and the Articles of Incorporation and Bylaws of the Master Association.

29.3 Master Association Assessments. Master Association Assessments, including without limitation "Installment Assessments" and "Special Assessments", are levied pursuant to

Section 17 of the Master Declaration for the purposes set forth in Section 17 of the Master Declaration, including, without limitation, improvement and maintenance of the Master Association Common Area, conservation and maintenance of the Conservation Areas (as defined in the Master Declaration), payment of operating expenses of the Master Association, payment for capital improvements or reserves, and enforcement of the Master Declaration. Notwithstanding anything contained herein to the contrary and except as provided below, all Master Association Assessments shall be paid by the Association to the Master Association. All such Master Association Assessments and/or any other amounts owed to the Master Association pursuant to the Master Declaration shall be part of the Association's Operating Expenses and shall be included in the Association's budget and collected from the Owners in TOHOQUA RESERVE. Each Owner is obligated to pay to the Association all such Master Association Assessments owed to the Master Association, and the Association shall remit same to the Master Association. The Association shall remain obligated for all such amounts owed to the Master Association, whether or not collected from the Owners. The Master Association shall have all lien rights set forth in the Master Declaration; provided, however, in the event an Owner fails to pay such assessments to be collected by the Association, the Association shall be obligated to pay all such amounts owed to the Master Association, and the Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. Notwithstanding the foregoing, any fines and "Individual Assessments" under the Master Declaration owed by Owners to the Master Association shall not be paid by the Association to the Master Association and shall be collected by the Master Association directly from the Owners. THE FOREGOING IS NOT INTENDED TO LIMIT ANY REMEDIES OF THE ASSOCIATION OR THE MASTER ASSOCIATION CONCERNING AN OWNER'S AND/OR THE ASSOCIATION'S FAILURE TO PAY ANY SUCH ASSESSMENTS. THE MASTER ASSOCIATION MAY ELECT TO LEVY INDIVIDUAL ASSESSMENTS AGAINST OWNERS WITHIN TOHOQUA RESERVE AS PROVIDED IN THE MASTER DECLARATION.

29.4 Master Association Use Restrictions. The Master Association Governing Documents set forth certain restrictions applicable to all property subject to the Master Declaration, including TOHOQUA RESERVE including, without limitation the restrictions set forth in Section 12 of the Master Declaration (the "**Master Association Use Restrictions**"). The current Master Association Use Restrictions are subject to amendment or waiver as set forth in the Master Association Governing Documents. All Owners, Lessees, Immediate Family Members and their guests and invitees shall comply in all respects with the Master Association Use Restrictions and the Association shall enforce same with all power and authority granted to the Association to enforce the covenants, conditions and restrictions set forth in this Declaration. In the event of any conflict between the Master Association Use Restrictions and the terms and conditions of this Declaration, including the Tohoqua Reserve Use Restrictions set forth in Section 12 above, the Master Association Use Restrictions shall control, provided, however, in the event this Declaration or the Tohoqua Reserve Use Restrictions sets forth a standard that is stricter than, and not in conflict with, the Master Association Use Restrictions, the stricter standard set forth therein shall control.

29.5 Maintenance of Common Areas and Homes. The Association and Owners, as such responsibility is allocated to them in Sections 10 and 11 above, shall maintain, protect, repair and replace all Common Areas, Common Area improvements, Lots, Homes and other

improvements constructed within TOHOQUA RESERVE in compliance with the Master Association Governing Documents and the standards established in or pursuant to the Master Association Governing Documents. The Association, with respect to Common Area improvements and Owners, with respect to their Lot or Home or any other structure or improvements on their Lots, shall not modify or change the appearance or design of any portion of the exterior of any such improvement without the prior written approval of the Design Review Board of the Master Association (the "**Master Association DRB**") as applicable under Section 19 of the Master Declaration. If an Owner or the Association fails to so maintain such Common Areas, Common Area improvements, Lots, Homes or other improvements as aforesaid, the Master Declarant and/or the Master Association may enter upon such property, correct such condition and recover the cost of same, plus administrative costs, legal costs and interest, all as provided in the Master Declaration.

29.6 Design Review. In addition to approval by the ARC, and compliance with the Architectural Guidelines and other requirements of Section 19 hereof, all modifications to improvements or landscaping within TOHOQUA RESERVE are subject to the design review requirements of Section 19 of the Master Declaration, including approval of same by the Master Association DRB, as provided in such Section 19. The required documentation and procedures for obtaining such approvals are more particularly set forth in Section 19 of the Master Declaration. Each Owner shall first obtain ARC approval pursuant to Section 19 hereof for any new improvements or landscaping or any alteration to improvements or landscaping to such Owner's Lot before requesting approval of same by the Master Association DRB pursuant to Section 19 of the Master Declaration. In addition to the Architectural Guidelines and terms of this Declaration, all such modifications or additions to landscaping and improvements shall comply with the Master Declaration and the design review manual adopted and amended from time to time by the Master Association DRB (the "**Master Association Design Review Manual**").

29.7 Master Association Rules and Regulations. Pursuant to Section 9.9 of the Master Declaration, Master Declarant and the Master Association have the power and authority to promulgate, amend and enforce rules and regulations governing the property subject to the Master Declaration and CDD Facilities to the extent authorized by the CDD (the "**Master Association Rules and Regulations**"). The Association, Owners, Lessees, Immediate Family Members and their respective guests and invitees shall comply with (and the Association shall enforce) the Master Association Rules and Regulations as promulgated and amended by the Master Declarant and/or Master Association from time to time.

29.8 Master Declarant and Master Association Easements. Pursuant to Section 15 of the Master Declaration, the Master Declarant reserved for itself and granted to the Master Association, CDD and other governmental authorities (as applicable) or other third parties (as applicable) various easements over, under and across TOHOQUA RESERVE, all as more particularly set forth in Section 15 of the Master Declaration (the "**Master Declaration Easements**"). The Master Declaration Easements include, but are not limited to, the following:

29.8.1 Easements for vehicular and pedestrian ingress and egress over walkways and roadways that are Master Association Common Areas or CDD Facilities.

29.8.2 Development easement in favor of the Master Declarant and Authorized Builders (as defined in the Master Declaration) to promote and facilitate development, construction and sale and/or leasing of homes, including the right to use paved roads for ingress and egress to construction sites.

29.8.3 The right to grant, modify, amend and terminate permits, licenses and easements for utilities, roads and other purposes reasonably necessary in the sole discretion of the Master Declarant or Master Association, as applicable.

29.8.4 Easement for maintenance purposes over Lots, Parcels, Tracts and Homes for reasonable and necessary maintenance of Master Association Common Areas and CDD Facilities, utilities, cables, wires and other similar facilities.

29.8.5 Easement for drainage, irrigation and water management purposes and to construct, maintain, inspect, monitor, test, or repair the SWMS or any Conservation Easement Property.

29.8.6 Easement in favor of the Master Association to (i) construct, maintain, repair, replace and operate all Master Association Common Areas and (ii) perform any obligation the Master Association is obligated to perform under the Master Declaration and (iii) perform any obligation of an Owner for which the Master Association intends to impose an Individual Assessment (as defined in the Master Declaration).

29.8.7 Easement in favor of the CDD as necessary for all CDD operations, including construction, maintenance and replacement activities of the CDD.

The terms and conditions of the Master Declaration Easements are more particularly set forth in Section 15 of the Master Declaration. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES TOHOQUA RESERVE IS SUBJECT TO VARIOUS EASEMENTS AS PROVIDE IN THE MASTER DECLARATION, AND MASTER DECLARANT AND MASTER ASSOCIATION HAVE THE RIGHT TO GRANT ADDITIONAL RIGHTS AND EASEMENTS OVER THE MASTER COMMUNITY, INCLUDING PORTIONS OF TOHOQUA RESERVE PURSUANT TO THE MASTER DECLARATION.

29.9 Telecommunication Services. Pursuant to Section 24.9 of the Master Declaration, the Master Association may enter into an agreement with one or more Telecommunications Providers, to provide Telecommunication Services to Owners and Lessees in TOHOQUA RESERVE on an exclusive or non-exclusive basis as an individual expense to Owners and Lessees who choose to subscribe to same or as a common expense of the Master Association paid through Master Association Assessments. Master Declarant or the Master Association may grant easements over any portion of TOHOQUA RESERVE for installation, operation, repair, replacement and removal of infrastructure and facilities for Telecommunication Services. as set forth in Section 21.7 of the Master Declaration.

29.10 Additional Rights of Master Association and Master Declarant. In the event that the Board of Directors of the Master Association determines the Association has failed or refused to discharge properly any of the Association's obligations with regard to the maintenance, repair

or replacement of items within TOHOQUA RESERVE for which the Association is responsible under this Declaration or the Master Declaration, the Master Association shall, except in an emergency situation, give the Association written notice of the Master Association's intent to provide such maintenance, repair or replacement at Association's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Association shall have thirty (30) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a thirty (30) day period, to promptly commence such work and diligently pursue same to completion, which shall be completed within a reasonable period of time, not to exceed ninety (90) days. If the Association does not comply with the provisions of this Section, the Master Association may provide such maintenance, repair or replacement and all costs thereof shall be assessed against the Association, and if not paid by the Association within thirty (30) days of such assessment, may be assessed against all Members of the Association as an Individual Assessment levied by the Master Association pursuant to the Master Declaration. This Section is not intended to limit the remedies available to the Master Association in the event of non-compliance with any provision of the Master Association Governing Documents or this Declaration; accordingly, the Master Association may seek any and all remedies whether contained in the Master Declaration, or available at law or in equity and may seek multiple remedies simultaneously to compel compliance with this Declaration or the Master Association Governing Documents.

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 4 day of December, 2020.

WITNESSES:

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____
Name: CHRISTOPHER WREN
Title: VICE PRESIDENT OF LAND DEVELOPMENT
Date: DECEMBER 4TH, 2020

Print Name: Aaron Spaugmyer

Print Name: Eric Baker

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of December, 2020, by Chris Wren, as VP of Land Dev of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He [is personally known to me] [has produced _____ as identification].

_____
NOTARY PUBLIC, State of Florida at Large

Print Name: Claire Cordova

My commission expires: 9/11/24

CLAIRE CORDOVA
Notary Public - State of Florida
Commission # HH 039561
My Comm. Expires Sep 11, 2024
Bonded through National Notary Assn.

JOINDER OF THE ASSOCIATION

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7th day of December, 2020.

WITNESSES:

Karen L. Chappell
Print Name: Karen L. Chappell

James G. Kattelmann
Print Name: James G. Kattelmann

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By:
Name: MARY BURNS
Title: PRESIDENT

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of December, 2020, by Mary Burns, as President of TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced Drivers License as identification.

James G. Kattelmann
NOTARY PUBLIC, State of Florida at Large
Print Name: James G. Kattelmann

My commission expires:

JAMES G. KATTELMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG168832
Expires 1/17/2022

JOINDER OF MASTER DECLARANT

TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company ("**Master Declarant**"), does hereby join in this COMMUNITY DECLARATION FOR TOHQOUA RESERVE (this "**Declaration**"), to which this Joinder is attached, for the purpose of confirming Master Declarant's written consent to this Declaration pursuant to its rights under the Master Declaration. Master Declarant's consent to this Declaration, as evidenced by Master Declarant's joinder in same, (i) shall not constitute a warranty or representation by Master Declarant to any party regarding the Declaration (other than Master Declarant's consent to same as provided above), (ii) shall not create any obligation on the part of Master Declarant to perform any obligation of Declarant, the Association or any Owner or Lessee under the Declaration or Tohoqua Reserve Governing Documents (or any liability for Master Declarant should any such parties fail to perform any of their obligations under the Declaration or Tohoqua Reserve Governing Documents) and (iii) shall not make Master Declarant a joint-venturer, co-venturer, partner or affiliate of (or in any way vicariously liable for the actions or inaction of) Declarant, the Association or any Owner or Lessee; (iv) shall not be construed to amend, supersede, or waive any provision of the Master Association Governing Documents.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 4th day of December, 2020.

WITNESSES:

Print Name: Madeline Matos

Print Name: James G. Kattelmann

TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company

By:

Name: AMORE VIERENS

Title: AS PRESIDENT MANAGER

Address: 643 W. MICHIGAN ST.
ORLANDO, FL 32804

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of December, 2020 by Andre Vidrine, as Manager of TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who has produced Drivers License as identification.

JAMES G. KATTELMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG168832
Expires 1/17/2022

NOTARY PUBLIC, State of Florida at Large
Print Name: James G. Kattelmann

My commission expires:

EXHIBIT 1

LEGAL DESCRIPTION

A portion of Lots 1, 2, 15 and 16, Block 31, along with portions of the platted right-of-way per *THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1*, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

Lots 1 through 3, a portion of Lots 4 and 37; and Lots 38 through 40, Block 44; Lots 1 through 3, a portion of Lots 4, 37 and 38; and Lots 39 through 41, Block 57; Lots 1 through 3; a portion of Lots 4, 5 and 39; and Lots 40 through 42, Block 60; and Lots 1 through 3; a portion of Lots 4 through 12; a portion of Lots 31 and 32; and Lots 33 through 43, Block 73; along with portions of the platted right-of-ways per *TOLIGA MANOR - UNIT A*, according to the plat thereof as recorded in Plat Book 1, Page 129, Public Records of Osceola County, Florida

TOGETHER WITH:

A portion of Lots 9 through 16; Lots 17 through 26; and a portion of Lot 27, Block 45; a portion of Lots 10 and 11; and Lots 12 through 25; and a portion of Lot 26, Block 56; a portion of Lots 11 and 12; and Lots 13 through 24; and a portion of Lot 25, Block 61; and a portion of Lot 13; and Lots 14 through 22; and a portion of Lots 23 and 24, Block 72; along with portions of the platted right-of-ways per *TOLIGA MANOR - UNIT B*, according to the plat thereof as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida.

TOGETHER WITH:

A portion of the unplatted portion of the Southeast 1/4 of Section 5, Township 26 South, Range 30 East, Osceola County, Florida.

All the above being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2879.17 feet to a point on the northeasterly

right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida, and the ***POINT OF BEGINNING***; said point being a point on a curve, concave northeasterly, having a radius of 740.00 feet; thence run northerly along the northeasterly right-of-way line of Cross Prairie Parkway, the following three (3) courses and distances: on a chord bearing of N 43°35'20" W and a chord distance of 941.18 feet, run northerly along the arc of said curve a distance of 1020.04 feet, through a central angle of 78°58'43" to a point of compound curvature of a curve, having a radius of 3,320.00 feet and a central angle of 24°44'02"; thence run northerly along the arc of said curve, a distance of 1,433.20 feet to a point of reverse curvature of a curve, having a radius of 1,560.00 feet and a central angle of 13°47'45"; thence run northerly along the arc of said curve, a distance of 375.62 feet to a point on a non-radial line; thence, departing said northeasterly right-of-way line, run S 66°56'31" E, a distance of 638.92 feet; thence run S 23°03'29" W, a distance of 120.00 feet; run S 66°56'31" E, a distance of 66.00 feet; thence run S 23°03'29" W, a distance of 54.00 feet; thence run N 66°56'31" W, a distance of 36.58 feet; thence run S 23°03'29" W, a distance of 250.00 feet; thence run S 66°56'31" E, a distance of 9.02 feet; thence run S 23°03'29" W, a distance of 179.00 feet; thence run N 66°56'31" W, a distance of 39.89 feet; thence run S 23°03'29" W, a distance of 179.00 feet; thence run N 66°56'31" W, a distance of 16.23 feet; thence run S 23°03'29" W, a distance of 120.00 feet; thence run S 66°56'31" E, a distance of 400.20 feet; thence run S 23°35'56" W, a distance of 840.00 feet; thence run S 66°24'04" E, a distance of 120.00 feet; thence run S 75°49'54" E, a distance of 54.74 feet; thence run S 66°24'04" E, a distance of 131.60 feet to a point on the westerly line of Canal C-31, as recorded in Official Records Book 9, Page 343, Public Records of Osceola County, Florida; thence run S 23°01'25" W, along said westerly line, a distance of 372.04 feet to a point on the aforesaid northeasterly right-of-way line of Cross Prairie Parkway; said point lying on a non-tangent curve, concave northeasterly, having a radius of 740.00 feet; thence, on a chord bearing of N 84°21'36" W and a chord distance of 33.11 feet, run westerly along the arc of said curve and along said northeasterly right-of-way line, a distance of 33.11 feet, through a central angle of 02°33'49"; to the ***POINT OF BEGINNING***.

LESS AND EXCEPT any portion of the foregoing property dedicated to the City, County or CDD on any Plat, which such Plat dedication shall automatically release such dedicated property from this Declaration.

EXHIBIT 2

ARTICLES OF INCORPORATION

OF

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on March 27, 2020, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H20000094776. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N20000003535.

Authentication Code: 020A00006858-033020-N20000003535-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of March, 2020

Secretary of State

March 30, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC.
4901 VINELAND ROAD, SUITE 500
ORLANDO, FL 32811

The Articles of Incorporation for TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC. were filed on March 27, 2020, and assigned document number N20000003535. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H20000094776.

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

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

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

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

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

Derrick Thompson
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 020A00006858

ARTICLES OF INCORPORATION

OF

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

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

1. Name of Corporation. The name of the corporation is **TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "**Association**").

2. Principal Office. The principal office of the Association is 4901 Vineland Road, Suite 500, Orlando, Florida 32811.

3. Registered Office - Registered Agent. The Association hereby appoints the Registered Agent to accept service of process within the State of Florida and to maintain all records relating to permitting actions by the South Florida Water Management District ("**SFWMD**"). The street address of the Registered Office of Association is 215 North Eola Drive, Orlando, FL 32801. The name of the Registered Agent of the Association is:

JAMES G. KATTELMANN

4. Definitions. The COMMUNITY DECLARATION FOR TOHOQUA RESERVE (the "**Declaration**") will be recorded in the Public Records of Osceola County, Florida, and shall govern all of the operations of a community to be known as TOHOQUA RESERVE. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association and the Owners. In addition, the Association shall operate, maintain and manage the SWMS in a manner consistent with the requirements of the Permit and applicable SFWMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein or in the Declaration, including all such restrictions and covenants which relate to the SWMS.

6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Governing Documents, including, without limitation, the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and TOHOQUA RESERVE;

7.3 To operate, maintain and manage the Surface Water Management System in all phases of TOHOQUA RESERVE in a manner consistent with the Permit issued by the SFWMD, as amended or modified, requirements and applicable SFWMD rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System.

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws for the purpose of operating and maintaining TOHOQUA RESERVE, and in particular, without limitation, for the operation, improvement, repair and maintenance of the Common Areas, including without limitation the Surface Water Management System. The Association shall levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the SWMS. The Assessments levied by the Association shall be used for, among other things, maintenance and repair of the SWMS and mitigation or preservation areas, including but not limited to work within Retention Areas, drainage structures, Private Drainage Easements, Drainage Swale Easements and such other purposes as provided in this Declaration;

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

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

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

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

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

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

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

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

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and TOHOQUA RESERVE as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services and operation and maintenance of the Surface Water Management System;

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

7.15 To require all the Owners to be Members of the Association;

7.16 The Association shall operate, maintain and manage the Surface Water Management System(s) in a manner consistent with the requirements of the Permit and applicable SFWMD rules, and shall assist in the enforcement of the restrictions and covenants contained therein; and

7.17 To demonstrate that the land on which the Surface Water Management System is located is owned or otherwise controlled by the Association to the extent necessary to operate and maintain the Surface Water Management System or convey operation and maintenance responsibility to another entity; and

7.18 To sue and be sued; and

7.19 To take any other action necessary in furtherance of the purposes for which the Association is organized.

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

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

NAME	ADDRESS
Mary Burns	4901 Vineland Road, Suite 500 Orlando, FL 32811
Wesley Hunt	4901 Vineland Road, Suite 500 Orlando, FL 32811
Eric Baker	4901 Vineland Road, Suite 500 Orlando, FL 32811

10. Duration; Dissolution. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. However, should the Association dissolve, the SWMS shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)1. through 8., the covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and maintenance of the SWMS described in section 12.3.4(d)1. or 2., all of SFWMD's Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, in the event of the dissolution of the Association other than incident to a merger or consolidation, any Member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Intentionally Deleted.

12. Amendment.

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

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. 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.

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

12.4 Compliance with HUD, FHA, VA, FNMA. GNMA and SFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD 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.

13. Limitations.

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

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant, unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever.

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

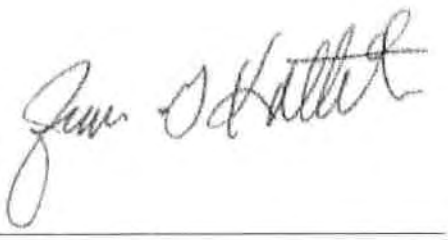
14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected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

President:	Mary Burns
Vice President:	Wesley Hunt
Secretary	Eric Baker
Treasurer:	Eric Baker

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

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

IN WITNESS WHEREOF, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 27th day of March, 2020.



James G. Kattelmann, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 27th day of March, 2020.

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.

By:_____
James G. Kattelmann

Registered Office:

215 North Eola Drive
Orlando, FL 32801

Principal Corporate Office:

4901 Vineland Road, Suite 500
Orlando, FL 32811

EXHIBIT 3

BYLAWS

OF

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

BYLAWS

OF

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

1. Name and Location. The name of the corporation is TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 4901 Vineland Road, Suite 500, Orlando, Florida 32811, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

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

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

"**Official Records**" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

3. Members.

3.1 Voting Interests. Each Owner and the Declarant shall be a Member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to ten (10) votes per Lot owned, provided, however, as to land which is annexed or added pursuant to the terms of this Declaration or any Parcel designated as a Future Development Tract (or similar term) or set aside for future development under the Plat, Declarant shall be entitled to fifteen (15) votes per acre or fraction thereof contained within such parcel owned by Declarant until such time as the parcel is platted into Lots, whereupon Declarant shall be entitled to ten (10) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall have Voting Interest equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the

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

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

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

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

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

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

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

3.4 Notice of Members Meetings. Notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association in any manner permitted by the Florida Statutes applicable to same. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. The notice shall be addressed to the Member's address last appearing on the books of the Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. From and after the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the total Voting Interests, subject to reduction as provided in Section 3.6 below. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Member meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date. If any such meeting is adjourned and rescheduled for failure to meet quorum requirements, the quorum requirement for the rescheduled meeting shall be one-half (1/2) of the quorum requirement for the adjourned meeting.

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

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes,

as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

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

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed or elected by Declarant need not be Members of the Association. Board members elected by Owners must be Members of the Association.

4.2 Pre-Turnover Director. Pursuant to Section 720.307(2), Florida Statutes Owners are entitled to elect one (1) member of the Board (the "**Pre-Turnover Director**") when fifty percent (50%) of all the Lots ultimately planned for TOHOQUA RESERVE are conveyed to Owners. At such time as the Owners are entitled to elect a Pre-Turnover Director, the Association shall send a written notice to all Owners requesting nominations for same. If more than one nomination is received, the Association shall schedule a Special Members Meeting for the election of the Pre-Turnover Director in accordance with these Bylaws. If no Owners are willing to serve as a Pre-Turnover Director, a replacement Director shall be selected pursuant to Section 4.4 hereof to serve until the next Annual Members Meeting, at which time nominations will again be solicited for a Pre-Turnover Director to be elected in conjunction with the Annual Members Meeting. The term of the Pre-Turnover Director shall expire at the second (2^{nd}) Annual Members Meeting after the election of the Pre-Turnover Director.

4.3 Term of Office. The term of office for the Pre-Turnover Director shall end on the Turnover Date. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the Members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The candidate receiving the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the third highest of votes shall serve as Director for one (1) year. Provided, however, in the event Declarant exercises its right to elect a Post-Turnover Director (as such term is defined in Section 4.7 of these Bylaws), the Members shall elect two (2) Directors, with the candidate receiving the highest number of votes serving a term of three (3) years and the candidate receiving the second highest number of votes serving a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Post-Turnover Director appointed by Declarant shall expire on the date designated by Declarant, on the date Declarant no longer holds at least five percent (5%) of the total number of Lots planned for TOHOQUA RESERVE out for sale, or on the date of the first Annual Members Meeting after Turnover, whichever first occurs [the "**Post Turnover Director Term Expiration Date**"]). At

the first Annual Members Meeting after Turnover, the number of the Directors shall expand from three (3) Directors to five (5) Directors. At such meeting there shall be an election for the two (2) new Directors and to replace the Director whose terms expires at such meeting. The candidates receiving the highest and second highest number of votes shall serve a term of two (2) years. The candidate receiving the third highest number of votes shall serve a term of one (1) year. At all such Annual Members Meetings thereafter, the Members shall elect the appropriate number of Directors to replace the Directors whose terms have expired, and such Directors shall serve for a term of two (2) years.

4.4 Removal and Replacement. Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion. In the event of death, resignation or removal of a Director elected by the Members or the expiration of the term any Post Turnover Director on the Post Turnover Director Term Expiration Date (in each case a "**Removed Director**"), the remaining Directors may fill such vacancy and such replacement Director shall serve until the end of the term of the Removed Director or in the case of a replacement for the Post Turnover Director, until the next Annual Members Meeting. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

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

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

4.7 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. From and after the Turnover, or such earlier date determined by Declarant in its sole and absolute discretion, the Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting. Notwithstanding the foregoing, from and after Turnover until the Post Turnover Director Term Expiration Date, Declarant, at Declarant's sole option, may elect one (1) member of the Board (the "**Post Turnover Director**"). Nothing herein shall require Declarant to elect or place any members on the Board after Turnover.

4.8 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

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

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

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

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board. Directors may attend meetings telephonically. When some or all Directors meet by telephone conference, those Directors attending by telephone conference shall be counted toward obtaining a quorum and may vote by telephone. A telephone speaker shall be utilized at the noticed location of the meeting so that the conversation of those Directors may be heard by the Board, as well as any Member present at the meeting. Members may not attend Board meetings telephonically.

5.5 Open Meetings. Meetings of the Board shall be open to all Members except that meetings between the Board or a committee established by the Board and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to Members other than the Directors.

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

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

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

6. Powers and Duties of the Board.

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

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

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of TOHOQUA RESERVE by the Members, Lessees and their respective Immediate Family Members, guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

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

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

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

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

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

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

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

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

6.4 Elected Director Certification.

6.4.1 Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Association's declaration of covenants, articles of incorporation, bylaws, and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's Members. Within 90 days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile homes in the Department of Business and Professional Regulations within 1 year before or 90 days after the date of election or appointment.

6.4.2 The written certification or educational certificate provided pursuant to Section 6.4.1 hereof shall be valid for the uninterrupted tenure of the Director on the Board. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

6.4.3 The Association shall retain each Director's written certification or educational certificate for inspection by the Members for 5 years after the Director's election. However, the failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

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

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

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

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

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

8. Officers and Their Duties.

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

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

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

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

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

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

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

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

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the

Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the Members of the Association together with their addresses; and perform such other duties as required by the Board.

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

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

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

10. Records. The official records of the Association shall be available for inspection by any Member at the principal office of the Association. Copies may be purchased, by a Member, at a reasonable cost.

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

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant which may be withheld for any reason whatsoever. Further notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Master Declarant or Master Association, unless such amendment receives the prior written consent of Master Declarant and/or Master Association, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law. Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall

desire to amend these Bylaws prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. 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. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of directors on the Board and their respective terms. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD 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.

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

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

15. Miscellaneous.

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

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

CERTIFICATION

I, Mary Burns, do hereby certify that:

I am the duly elected and acting President of TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit; and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 7th day of December, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 7th day of December, 2020.

Mary Burns, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT

South Florida Water Management District
Individual Environmental Resource Permit No. 49-102625-P
Date Issued: January 24, 2020

Permittee: Neptune Road Investments, LLC
5511 Hansel Ave
Orlando, FL 32809

Project: Tohoqua Phases 4, 5 And Cross Prairie Pkwy East

Application No. 191203-2413

Location: Osceola County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.) Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email ERP@sfwmd.gov.

Ricardo A. Valera, P.E.
Bureau Chief, Environmental Resource Bureau

South Florida Water Management District
Individual Environmental Resource Permit No. 49-102625-P

Date Issued: January 24, 2020	**Expiration Date:** January 24, 2025
Project Name:	Tohoqua Phases 4, 5 And Cross Prairie Pkwy East
Permittee:	Neptune Road Investments, LLC 5511 Hansel Ave Orlando, FL 32809
Operating Entity:	Tohoqua Community Development District Governmental Management Services Central Florida, LLC 135 W, Central Blvd. Suite 320 Orlando, FL 32801
Location:	Osceola County
Permit Acres:	104.56 acres
Project Land Use:	Residential
Special Drainage District:	N/A
Water Body Classification:	CLASS III CLASS III
FDEP Water Body ID:	3173B 3173A1

Conservation Easement to District: No

Sovereign Submerged Lands: No

Project Summary
This Environmental Resource Permit authorizes Construction and Operation of a stormwater management (SWM) system serving 104.56 acres of a residential development known as Tohoqua Phases 4, 5 and Cross Prairie Pkwy East.

This project proposes construction of the residential lots and roadway network within Phases 4A, 4B, 5A, 5B. In addition, the construction of the Cross Prairie Parkway from the eastern limit of Phase 1 to the eastern property line adjacent to the C-31 Canal right-of-way. The existing storm water management ponds within these basins provide the required water quality treatment and attenuation prior to discharge from the Tohoqua site and no changes are proposed to the ponds or their corresponding control structures.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description
The site was previously used as pasture land with minimal forested areas towards the center of the project area as described in Permit No. 49-02426-P, Application Nos. 150225-18 and

170512-14.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Background
Permit No. 49-102470-P, Application No. 190812-1683 authorized mass grading of the Tohoqua South Basin (inclusive of Basins 5, 6, 8, 16, 17, 18, 20, 25 and 27) as well as construction of the storm water management ponds within these basins for the required water quality treatment and attenuation prior to discharge from the Tohoqua site.

Ownership, Operation and Maintenance
The entity responsible for operation and maintenance of the SWM system will be the Tohoqua Community Development District as indicated in the submitted governing documents. Upon completion of works authorized by subsequent applications for construction and operation activities, and within 30 days of submittal of the construction completion certification, a request for transfer to the operating entity with recorded copies of its governing documents must be submitted in accordance with General Condition No. 7.

Engineering Evaluation:

Land Use
Please refer to the Land Use Data Tables found in Exhibit No. 2.2. It should be noted that all stormwater management ponds were proposed for construction in Permit No. 49-102470-P, Application No. 190812-1683.

Water Quality
Water quality treatment is provided in 62.0 acres of wet detention ponds. The project provides 52.93 acre-feet of required water quality treatment volume based on the greater of one inch over the controlled basin area(s) or 2.5 inches times the percent impervious coverage.

Pursuant to Appendix E of Environmental Resource Permit Applicant's Handbook Volume II, the provided water quality treatment includes an additional 50% treatment volume above the requirements in Section 4.2 of Volume II as reasonable assurance that the project will not have an adverse impact on the downstream waterbody.

In addition to the required water quality treatment volume, the applicant provided site specific pollutant loading calculations demonstrating that the SWM system reduces the post development loading of pollutants, specifically phosphorus, to levels less than the loadings generated under the pre-development condition. The pollutant loading calculations are based upon the removal characteristics associated with the system.

The project includes an Erosion Control Plan (Exhibit No. 2.0) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Water Quantity
Discharge
As found in Exhibit No. 2.2, the project discharge is within the allowable limit for the area.

Road Design
As found in Exhibit No. 2.2, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

Finished Floors
As found in Exhibit No. 2.2, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Flood Plain/Compensating Storage

As shown in Exhibit No. 2.3, the permittee submitted calculations demonstrating that the project will meet the compensating storage requirements. Adequate floodplain compensating storage mitigates for any floodplain impacts resulting from the proposed works.

Certification, Operation, and Maintenance
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

Environmental Evaluation:

Wetlands and Other Surface Waters
All wetland and other surface water impacts have been mitigated for and addressed via Application No. 150225-18 Permit No. 49-02426-P.

Related Concerns:

Historical/ Archeological Resources
The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore, the project is unlikely to have an effect upon any such resources. This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

Water Use Permit Status
The applicant has indicated that the City of St. Cloud will be used as a source for reclaim irrigation water for the project.

The applicant has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service
City of St. Cloud

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

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 Agency 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 Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

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 12.3.4 of Volume I) as filed with the Florida 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 and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

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

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 Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency 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, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities 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 the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

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 Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

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.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.

2. Operation and maintenance of the SWM system shall be the responsibility of Tohoqua Community Development District. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.

3. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth.

5. The first phase of construction and all future phases shall consist of the portion of the master system required to support that phase of development. This includes the proposed canals, flood attenuation areas, perimeter berm and stormwater ponds, including all necessary structures to provide water quality treatment, stormwater attenuation, and floodplain compensating storage for that phase of development.

6. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.

7. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary.

   The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

   To schedule a pre-construction meeting, please contact ERB staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

8. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take"

permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

Project Work Schedule for Permit No. 49-102625-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to both General and Special Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description	Due Date	Date Satisfied
GC 4	11/21/2019	Construction Commencement Notice	48 hours prior to Construction	
GC 6	11/21/2019	Submit Certification	30 Days After Construction Completion	
GC 7	11/21/2019	Submit Operation Entity Documentation	Within 30 days of Certification	
SC 7	11/21/2019	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

Pulte Group

Eric Warren, Poulos & Bennett LLC

Div of Recreation and Park - District 3

Osceola County Engineer

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 191203-2413 .

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 - Construction Plans

Exhibit No. 2.1 - Post Development Drainage Basin Map

Exhibit No. 2.2 - Summary Tables

Exhibit No. 2.3 - Floodplain Calculations

Exhibit No. 4.0 O&M CDD Ordinance

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
  Rev. 1/16/20 .
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

EXHIBIT 5

EAGLE'S NEST PERMIT

SHORT-TERM EAGLE INCIDENTAL TAKE

Permit Number: MB33614D-0

Effective: 07/11/2019 Expires: 09/30/2023

Issuing Office:

Department of the Interior
U.S. FISH AND WILDLIFE SERVICE
Migratory Bird Permit Office
1875 Century Boulevard, NE
Atlanta, GA 30345
Tel: 404-679-7070 Fax: 404-679-4180

CARMEN SIMONTON Digitally signed by CARMEN SIMONTON Date: 2019.07.11 16:48:45 -04'00'

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 4

Permittee:

TOHOQUA DEVELOPMENT GROUP, LLC
4750 THE GROVE DRIVE, SUITE 220
WINDEMERE, FL 34786
U.S.A.

Name and Title of Principal Officer:
BOB SECRIST - MANAGER

Authority: Statutes and Regulations: 16 U.S.C. 668-668d, 16 U.S.C 703-712; 50 CFR Part 13, 50 CFR 22.26.

Location where authorized activity may be conducted:
See Condition D.

Reporting requirements:

Monitoring requirements are outlined in Condition I Monitoring Requirements.
Reporting requirements are outlined in Condition D, E, I1.and In Condition J Reporting Requirements.
Requirements for monthly (Condition I.3.) and annual monitoring reports are outlined in Condition J Reporting Requirements.

Authorizations and Conditions:

Southeast Region Eagle Biologist Ulgonda Kirkpatrick, Ulgonda_Kirkpatrick@fws.gov, (352) 406-6780
Southeast Region Eagle Permit Coordinator Resee Collins, Resee_Collins@fws.gov, (404) 679-4163
Link to federal permit regulations: https://www.fws.gov/birds/policies-and-regulations/permits/permit-policies-and-regulations.php

Eagle nest means any assemblage of materials built, maintained, or used by Bald Eagles or Golden Eagles for the purpose of reproduction.
In-use nest means a bald or golden eagle nest characterized by the presence of one or more eggs, dependent young, or adult eagles on the nest in the past 10 consecutive days during the breeding season.
Disturb/disturbance means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.

B. You are responsible for ensuring that the permitted activity is in compliance with all federal, tribal, state, and local laws and regulations applicable to eagles.

C. Valid for use by permittee named and any subpermittees (see Condition H).

D. Due to all building activities associated with the construction of a 266 residential home community, Phase 3 of the Tohoqua Planned

Development, in St. Cloud, Osceola County, Florida, including land clearing, grading and infrastructure, you are authorized to

Take by means of disturbance incidental to your activities (1) pair of nesting Bald Eagles, including the loss of productivity of eggs or young due to potential abandonment of (1) Bald Eagle nest identified by the Florida Fish and Wildlife Conservation Commission as OS083

Bald Eagle Nest OS083 Location: 28.249532N, -81.332934W, St. Cloud, Osceola County, Florida

Activity Dates: 7/11/2019 - 9/30/2023

Reporting Required: Annual Summary by June 30 of 2019, 2020, 2021, 2022, 2023, 2024

Construction activities will be phased over a multi-year period and will include clearing, grading, landscaping and associated infrastructure such as roads, sidewalks, and associated utilities. The Bald Eagle nest impacted is within the 660 foot buffer zone around the eagle nest, with the closest construction occurring no closer than the 1.80 acre Eagle Conservation Area around the eagle nest at any time.

The authorizations granted by this permit apply only to take that results from activities conducted in accordance with the description contained in the permit application and the terms of the permit. If the permitted activity changes, you must immediately contact the Southeast Region Eagle Biologist to determine whether a permit amendment is required in order to retain take authorization.

E. This permit does not authorize intentional take or injury of any live eagles, excluding take of eggs or young by nest abandonment as described in Condition D, nor does it authorize take of any eagle nest.

You must immediately notify the Southeast Region Eagle Permit Coordinator by phone and email upon discovery of any unanticipated take or regarding any apparent injury or death occurring to any eagle, including viable eggs or young, for any reason during project activities. You must immediately contact Audubon Center for Birds of Prey, 1101 Audubon Way, Audubon, Florida, 32751, (407) 644-0190, to coordinate transportation of any injured eagle.

F. You are authorized to salvage eagle feathers found on the ground in the vicinity of the Bald Eagle nest located in Condition D. Any salvaged items found at the site must be shipped within 30 days to the National Eagle Repository. Contact: U.S. Fish and Wildlife Service National Eagle and Wildlife Repository, RMA, Bldg. 128, 6550 Gateway Road, Commerce City, CO, 80022, (303) 287-2110.

You must immediately notify the Southeast Region Eagle Permit Coordinator by phone and email upon discovery of any eagle carcass(es) at the location listed in Condition D.

G. You must comply with the following avoidance or minimization measures prescribed by this permit for take of eagle(s) identified in Condition D. **All minimization measures, unless noted otherwise, are applicable when any eagles are present at the nest site and the nest meets the definition of an in-use nest during the Bald Eagle nesting season (October 1-May 15); or when the nest is in-use before October 1 or after May 15**:

1. EAGLE NEST CONSERVATION AREA. You will preserve a 1.80 acre buffer as an Eagle Conservation Area around eagle nest OS083, bordered by a 7.33 acre stormwater pond, two residential lots and residential streets per the Site Plan submitted with the permit application dated March 1, 2019. You will erect a temporary protective barrier to delineate this Eagle Conservation Area to prevent construction personnel or heavy equipment from entering into this buffer while any construction or associated project activities are occurring.

   For Project Related Activities Within the Eagle Conservation Area.
   a. Avoid all construction activities within the 1.80 acre Eagle Conservation Area around the eagle nest tree during any time of year;
   b. Minimize human access by foot or vehicle during the nesting season within the 1.80 acre Eagle Conservation Area and, if practicable, when eagles are present post-project completion; and
   c. When eagles are present during the nesting season and if practicable, when eagles are present post-project completion, avoid any activity including mowing or foot traffic directly under the eagle nest tree.

   Habitat Management of the Eagle Conservation Area.
   a. All habitat management activities should be conducted outside of eagle nesting season (October 1-May 15) or when eagles are not present;
   b. Native vegetation will not be removed anytime of year within the Eagle Conservation Area unless it is deemed necessary for the benefit of managing eagle nesting habitat;
   c. Utilize exotic vegetation species removal to ensure proper management of the Eagle Conservation Area acreage; and
   d. Prohibit the clear cutting of overstory trees in the Eagle Conservation Area any time of year.

2. FOR ACTIVITIES WITHIN 660 FEET OF AN EAGLE NEST TREE:
   a. If any construction work or project activities outlined in Condition D are conducted when eagles are present:
      (1) Initiate a noise abatement program for construction personnel within 660 feet of an eagle nest, to include:
      (a) No excessive and/or sudden loud noise, including engine braking, tailgate banging, loud radios, shouting, singing, etc.;
      (b) All motorized equipment, including saws or other hand held power tools, must be moved indoors if possible or placed behind a temporary structure to minimize noise at and reflect noise away from the direction of the eagle nesting area;

(c) Minimize the need for "reverse" indicator horns and utilize ground flag crews to the degree practicable to avoid using reverse indicator horns; and
(d) Provide signage in English and Spanish (if applicable) indicating the need for quiet to the extent practicable.

3. FOR ACTIVITIES WITHIN/OUTSIDE OF 330 FEET OF AN EAGLE NEST TREE:
   a. Avoid all exterior construction activities while the eagle nest is in use, as defined above.
   b. You must initiate a traffic abatement program which includes establishing offsite parking/carpool locations outside of 330 feet from an eagle nest for all project personnel.

4. Prior to conducting or while activities in Condition D are occurring, in the event any eagle is injured or is found on the ground, you must provide educational materials that outline how to minimize disturbance to eagles, along with contact information for an eagle rehabilitator to the following:
   a. The contractor and construction personnel;
   b. Residents occupying any house described in Condition D; and
   c. Maintenance personnel responsible for the post-project maintenance of the project area described in Condition D.

5. Site stormwater ponds no closer than the boundary of the 1.80 acre Eagle Conservation Area and construct them outside of eagle nesting season (October 1- May 15). Plant native pines and/or hardwoods and native groundcover around the pond to create, enhance, or expand the visual buffer between construction and any associated activities described in Condition D and the eagle nest.

6. Retain the largest native pines and hardwoods for use as potential eagle roost or nest sites by preserving all native trees outside of project footprint.

7. Down-shield all new permanent exterior lighting so that lights do not shine directly onto the eagle nest.

8. Follow state and federal guidelines, laws and label instructions at all times if using pesticides, herbicides, or other chemicals on property identified in Condition D.

9. If applicable, coordinate the design and construction or retrofitting of new and existing utility lines to be in compliance with the Avian PowerLine Interaction Committee (APLIC) Guidelines found at www.aplic.org to reduce the potential for any electrocution, collision and /or nesting of avian species.

H. Subpermittees.

1. Any person who is employed by or under contract to you for the activities specified in this permit, or otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

2. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age.

3. Any subpermittee who has been delegated this authority may not re-delegate to another individual/business.

4. You are responsible for ensuring that your subpermittees are qualified to perform the work and adhere to the terms of your permit. You are also responsible for maintaining current records of designated subpermittees. As the permittee, you are ultimately legally responsible for compliance with the terms and conditions of this permit and that responsibility may not be delegated.

5. You and any subpermittees must carry a legible copy of this permit and display it upon request whenever exercising its authority.

I. Monitoring Requirements.

1 A qualified monitor is required to monitor eagle use of the nesting territory, which is defined as up to a 1.5 mile radius of the eagle nest identified in Condition D, on property that is legally accessible by you and where the activities outlined in Condition D occur. The monitor must be experienced in recognizing specific patterns and changes of eagle behavior, and employed by or contracted by the permittee, landowner, company or entity responsible for having the activity monitored. The monitor must also be as inconspicuous as possible, so not to cause a disturbance with their presence, and when applicable, a wildlife blind or viewing location out of direct sight of the eagles is recommended. Monitoring must be conducted at a distance that allows for observation without an interruption in the eagle's normal breeding behavior. If eagles do not return to the nest at the location described in Condition D, you are required to monitor on adjacent property that is accessible by you to assess whether or not eagles nest, roost and/or forage at a new location.

If a new eagle nest is built on the property described in Condition D, or within the nesting territory, you must report that new eagle nest location within 10 days to the Southeast Region Eagle Biologist. Additional monitoring and authorization may be required based on the new eagle nest location in relation to activities described in Condition D.

2. Monitoring must occur at a time of day when eagles are most likely to be in the area, (e.g. early morning, beginning ½ hour before sunrise, or late afternoon, beginning ½ hour before sunset). You must assess whether or not the eagles return to the nesting territory as identified in Monitoring Requirements No. 1 and continue to nest, roost and/or forage there, and/or if the eagles attempt to build or occupy another nest.

3. Once project activities have begun, including if construction activities have begun but are not occurring, monitoring is required annually to determine eagle nesting activity and/or nest failure. During each nesting season, no additional monitoring is required once eaglets have fledged from the nest or nest failure is documented.

   The required monitoring period is:
   a. During each eagle nesting season, defined as October 1 through May 15, or when eagles are present at the nest and
   b. For an additional (1) nesting season after project has been completed.

   Monitoring must be conducted according to the following schedule:

Frequency	Month	Time
Once	November	60 - 90 minutes
Once	Between December 15 and January 15	60 - 90 minutes
Once	Between February 15 and March 15	60 - 90 minutes
Once	April	60 - 90 minutes
Once	May	60 - 90 minutes
Once	Every month after until fledging or nest failure is documented	60 - 90 minutes

4. Monitoring reports must include the following information:
   a. Date and length of time Bald Eagles were observed;
   b. Time of day;
   c. Number and age of Bald Eagles observed (i.e. juvenile, immature, subadult, adult); if age is not known, provide description;
   d. Observed behavior (e.g. perching, feeding, sitting on or attending nest, in flight);
   e. If a new eagle nest is built on or adjacent to your property, the new location and whether the eagles produced young at that site;
   f. If any eagle nesting attempt was successful, failed or the eagles abandoned the area; and
   g. A description of any human activity at the time eagles are observed during each month of the monitoring period, (e.g. construction, road building, use of machinery, etc.).

   If nesting activity is observed, monitoring must continue until successful fledging or nest failure/abandonment is documented, which may be prior to or after May 15.

J. Reporting Requirements.

1. You may use Form 3-202-15 (Eagle Take Annual Report) found online at www.fws.gov/forms/3-202-15.pdf to report monthly and annual Bald Eagle monitoring activities. Use of this form is not mandatory, but the same information must be submitted.
2. You must annually submit your monitoring reports, including your summary Eagle Take Annual Report (Form 3-202-15), by June 30 of each calendar year a report is required, as follows:
   a. Electronically to FW4eaglemonitoring@fws.gov. The email subject line for each report submittal must reference the permit number, project title or name, and month/year of report, and
   b. Mailed to the migratory bird permit issuing office at U.S. Fish and Wildlife Service, 1875 Century Boulevard, Atlanta, Georgia, 30345.

If no eagle activity is observed, a report indicating "no activity observed" is required.
If project activities were delayed or not conducted, an Annual Report indicating that "no activities occurred" is required.

Standard Conditions
Eagle Take (Disturbance) Permit
50 CFR 22.26

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 22.26 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit and/or citation. The standard conditions below are a continuation of your permit conditions. If you have any questions regarding these conditions, refer to the regulations and forms, or to obtain contact information for your issuing office, visit: <https://www.fws.gov/birds/policies-and-regulations/permits/permit-policies-and-regulations.php>.

1. This permit does not authorize you to conduct activities on federal, state, tribal, or other public or private property without additional prior written permits or permission from the agency/landowner.

2. You remain responsible for all outstanding monitoring requirements and mitigation measures required under the terms of the permit for take that occurs prior to cancellation, expiration, suspension, or revocation of the permit. Provisions for discontinuance of permit activity are outlined in 50 CFR 13.26.

3. You must maintain records as required in 50 CFR 13.47 and 50 CFR 22. Your records must also include the data gathered for monitoring and reporting purposes. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.

4. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect and audit or copy any permits, books or records required to be kept by the permit and governing regulations (50 CFR 13.47).

5. You must allow Service personnel, or other qualified persons designated by the Service, access to the areas where eagles are likely to be affected by your project activities, at any reasonable hour, and with reasonable notice from the Service, for purposes of monitoring eagles at the site(s) while the permit is valid and for up to 3 years after it expires

6. The Service may amend, suspend, or revoke a permit issued under this section if new information indicates that revised permit conditions are necessary, or that suspension or revocation is necessary, to safeguard local or regional eagle populations. This provision is in addition to the general criteria for amendment, suspension, and revocation of Federal permits set forth in §§13.23, 13.27, and 13.28 of this chapter.

7. To renew this permit if the activities described in Condition D have not been completed by the expiration date of this permit, permittee must meet issuance criteria at the time of renewal and must also have been in compliance with permit conditions, including all monitoring and reporting requirements of the original permit.

8. You may request amendment to your permit. The Service will charge a fee for substantive amendments made to permits within the time period that the permit is still valid. The fee is $500 for commercial permittees and $150 for non-commercial permittees (50 CFR 13.11(d)(4)). Substantive amendments are those that pertain to the purpose and conditions of the permit and are not purely administrative. Administrative changes, such as updating name and address information, are required under 13.23(c), and the Service will not charge a fee for such amendments. Requests for substantive amendment must be submitted via Form 3-200-71.

PREPARED BY AND RETURN TO:

James G. Kattelmann, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809

FIRST AMENDMENT TO COMMUNITY DECLARATION FOR TOHOQUA RESERVE

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR TOHOQUA RESERVE (the "**First Amendment**") is made this 5th day of January, 2021, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida, (the "**Declarant**") and joined in by TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

WHEREAS, Declarant, with the joinder of the Association and Tohoqua Development Group, LLC, a Florida limited liability company ("**Master Declarant**"), entered into that certain Community Declaration for Tohoqua Reserve recorded December 7, 2020 in Official Records Book 5846, Page 1506 in the Public Records of Osceola County, Florida (the "**Declaration**"); and

WHEREAS, unless otherwise defined in this First Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, Section 4.3 of the Declaration provides that, prior to the Turnover, Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as expressly limited by applicable law as it exists on the date the Declaration is recorded or except as expressly set forth therein; and

WHEREAS, the amendments to the Declaration set forth in this First Amendment are not limited by applicable law as it existed on the date the Declaration was recorded or limited as set forth in the Declaration; and

WHEREAS, Declarant is desirous of executing and recording this First Amendment, and the Association is desirous of joining in this First Amendment, for the purpose of defining the term Authorized Builder and setting forth additional provisions or modifying provisions regarding the rights and obligations of Authorized Builders, all as more particularly set forth hereinbelow; and

WHEREAS, Section 4.1 of the Declaration provides that no amendment to the Declaration shall affect the rights of Master Declarant or Master Association unless such amendment receives the prior written consent of Master Declarant and/or Master Association, as applicable; and

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 01/08/2021 09:30:49 AM RECEIPT # 2394876
Rec Fees 78.00 EXTRA NAMES
CFN# 2021003144 BK 5867 PG 941 PAGE 1 OF 9

WHEREAS, Master Declarant has joined in the execution of this First Amendment to provide Master Declarant's written consent to the terms and conditions set forth in this First Amendment; and

WHEREAS, the terms and conditions of this First Amendment do not affect the rights of the Master Association and, accordingly, no consent from the Master Association is required in connection with the execution and recording of this First Amendment.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants contained in this First Amendment, Declarant hereby amends the Declaration, and the Association and Master Declarant join in and consent to this First Amendment, as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Definition of Authorized Builder. The following additional definition is hereby added to Section 2 of the Declaration:

> **"Authorized Builder"** shall mean a duly licensed home builder that acquires Lots within TOHOQUA RESERVE from Declarant for the purpose of constructing Homes thereon for sale to third party purchasers in the ordinary course of its business and which is designated as an Authorized Builder by Declarant. In addition, in the event any Declarant assigns all of their rights and obligations as Declarant under the Declaration to a third party and retains title to any Lots within TOHOQUA RESERVE, such Declarant shall automatically be deemed an Authorized Builder with respect to such Lots.

3. Approval of Authorized Builder Commercial Activities. Section 12.6 of the Declaration is hereby amended to allow Authorized Builders to engage in the commercial activity of construction, marketing and sale of Homes on Authorized Builder Lots (as defined below) within TOHOQUA RESERVE and the marketing and sale of any other homes constructed by Authorized Builder within any other portion of the Master Community. Notwithstanding the foregoing, Authorized Builders shall not market, promote, advertise or sell any homes, lots, condominiums, townhomes or any other residential or commercial products other than Homes constructed on Authorized Builder Lots within any portion of TOHOQUA RESERVE or homes constructed by Authorized Builder within any other portion of the Master Community.

4. Rights of Authorized Builders. Authorized Builders, subject to compliance with all terms, conditions and requirements of the Governing Documents, including the Master Association Governing Documents, shall have the following rights and obligations in constructing and marketing Homes on Lots in TOHOQUA RESERVE owned by such Authorized Builders (each an "**Authorized Builder Lot**"):

> 4.1 Architectural Approval. Provided an Authorized Builder has obtained approval of plans, specifications, finishes, materials and elevations for construction of a particular Home on an Authorized Builder Lot (together the "**Approved**

Plans") in accordance with the requirements of the Master Association Governing Documents, such Authorized Builder shall not be required to obtain any approval for the use of such Approved Plans for construction of such Home on such Authorized Builder Lot from the ARC in accordance with Section 19 of the Declaration or otherwise be subject to the requirements of Section 19 of the Declaration in connection with the construction of such Home.

4.2 Right to Construct Homes. Subject to obtaining all required approvals for same under the Master Association Governing Documents and complying with the Master Association Governing Documents in connection with same, Authorized Builders shall have the right to construct Homes on their Authorized Builder Lots, including all incidental rights reasonably necessary for same, such as delivery and storage of materials on such Authorized Builder Lots (or on another Lot owned by such Authorized Builder) and engaging subcontractors, architects, engineers, surveyors and other consultants (together the "**Authorized Builder Subcontractors and Consultants**") in connection with the construction of Homes on such Authorized Builder Lots.

4.3 Construction Access. Authorized Builders and the Authorized Builder Subcontractors and Consultants shall have a right of vehicular access to such Authorized Builder Lots, including access for delivery of materials and operation of construction vehicles as reasonably necessary in connection with construction of Homes on such Authorized Builder Lots. Authorized Builders and Authorized Builder Subcontractors and Consultants shall use construction entrances designated by Declarant, if any, and streets and roadways within TOHOQUA RESERVE designated by Declarant for construction vehicle traffic, if any. In addition, Authorized Builders shall (i) promptly remove any construction debris left on any street, roadway or other portion of TOHOQUA RESERVE by Authorized Builder or their Authorized Builder Subcontractors and Consultants and (ii) promptly repair any damage to any Common Areas, Common Area improvements, Lots, Homes or any other portion of TOHOQUA RESERVE resulting from the construction activities or construction vehicle traffic of Authorized Builder or their Authorized Builder Subcontractors and Consultants.

4.4 Authorized Builder Sales and Marketing Activity. Authorized Builders shall have the right to engage in the commercial activity of marketing and selling Homes constructed on their Authorized Builder Lots, including the following activities:

4.4.1 Model Homes. Constructing model homes on their Authorized Builder Lots and use of such model homes for the sale and marketing of Homes constructed or to be constructed by such Authorized Builder within TOHOQUA RESERVE or homes constructed or to be constructed by such Authorized Builder in any other portion of the Master Community. In addition, subject to approval of the design and location of same by Master Declarant pursuant to the Master Association Governing Documents, an Authorized Builder may construct a parking lot on one Authorized Builder

Lot for use by such Authorized Builder's marketing and operational staff and prospective purchasers.

4.4.2 Signage. Placing of signage on Authorized Builder Lots and within Common Area locations within TOHOQUA RESERVE to advertise and direct prospective purchasers to their Authorized Builder Lots and model homes (the "**Authorized Builder Signage**"). All Authorized Builder Signage is subject to Master Declarant's prior written approval pursuant to the Master Association Governing Documents.

4.4.3 Promotional Activities. Conducting marketing and promotional activities in connection with the sale of Homes on the Authorized Builder Lots (the "**Authorized Builder Promotional Activities**") subject to obtaining any approvals of same required under and compliance with all requirements of the Master Association Governing Documents. In addition, all Authorized Builder Promotional Activities, other than customary sales activities conducted within such Authorized Builders' model homes, and any use of the Common Areas, including Recreational Facilities, for Authorized Builder Promotional Activities are subject to obtaining Declarant's prior written approval of same, which can be withheld or conditioned in Declarant's reasonable discretion. Notwithstanding the foregoing, Declarant may withhold approval of or require an Authorized Builder to immediately discontinue any Authorized Builder Promotional Activity if Declarant, in Declarant's sole discretion, determines that such Authorized Builder Promotional Activity interferes with (i) Owners, Lessees and Immediately Family Members access to or use and enjoyment of their Homes or the Common Areas and Recreational Facilities, (ii) Declarant's construction, marketing and sale of Lots and Homes in TOHOQUA RESERVE or (iii) Master Declarant's development of the Master Community.

4.4.4 Common Area Tours. Providing prospective purchasers of Homes on Authorized Builder Lots with tours of Recreational Facilities and other Common Areas within TOHOQUA RESERVE which are intended for Owner and Lessee access in connection with Authorized Builders' sales and marketing activities (the "**Common Area Tours**"). Declarant may impose restrictions on frequency, duration and scope of Common Area Tours by Authorized Builders in order to minimize interference with Owners, Lessees and Immediate Family Members access to and use and enjoyment of Common Areas and Recreational Facilities provided that Declarant also imposes the same restrictions on its own marketing tours of such Common Areas and Recreational Facilities.

4.5 Use of "Tohoqua Reserve" Name. Pursuant to Section 21.19 of the Declaration, Declarant grants Authorized Builders the right to use the name "Tohoqua Reserve" solely in connection with their marketing and sale of Homes on their Authorized Builder Lots. Nothing herein shall grant any Authorized

Builder or other party the right to use such name for any other purpose or in connection with or with respect to any other property.

5. Modification of Definition of Spec Home. The second sentence of Section 17.4.1 of the Declaration, which currently reads as follows:

> 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**") also shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners.

is hereby amended and restated in its entirety to read as follows (additions underlined and deletions indicated by strike through):

> 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 or an Authorized Builder (a "**Spec Lot**") also shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners.

6. Master Declarant Approval of First Amendment. Pursuant to Section 4.1 of the Declaration, Master Declarant, by Master Declarant's joinder in this First Amendment, hereby provides and confirms Master Declarant's written consent and approval of same.

7. No Further Amendment/Binding Effect. Except as hereby amended and modified, the Declaration shall remain in full force and effect. The Declaration, as amended by this First Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in TOHOQUA RESERVE or any part thereof, and their respective heirs, personal representatives, successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 5th day of January, 2021.

WITNESSES:

Print Name: Lori Fletcher

Print Name: RANDOLPH J. RUSH

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Name: Max Perlman

Title: Vice President Land Acquisitions

Date: January 5, 2021

Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of January, 2021, by MAX PERLMAN, as Vice President Land Acquisitions of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He [is personally known to me] [has produced _____ as identification].

(NOTARY SEAL)

_____
NOTARY SIGNATURE

_____
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

RANDOLPH J. RUSH
MY COMMISSION # GG 137097
EXPIRES: September 13, 2021
Bonded Thru Notary Public Underwriters

JOINDER OF ASSOCIATION

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the First Amendment to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 4th day of January, 2021.

WITNESSES:

Print Name: Amy Steiger

Print Name: Wesley Hunt

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: _____

Name: MARY BURNS

Title: PRESIDENT

{CORPORATE SEAL}

Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of January, 2021, by Mary Burns as President of TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Notary Public State of Florida
Amy Steiger
My Commission GG 303463
Expires 04/05/2023

NOTARY SIGNATURE

Amy Steiger
PRINTED NOTARY NAME

NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: GG303463
My Commission Expires: 4/5/2023

JOINDER OF MASTER DECLARANT

TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company ("**Master Declarant**"), does hereby join in this FIRST AMENDMENT TO COMMUNITY DECLARATION FOR TOHQOUA RESERVE (this "**First Amendment**"), to which this Joinder is attached, for the purpose of confirming Master Declarant's written consent to this First Amendment pursuant to its rights under Section 4.1 of the Declaration. Master Declarant's consent to this First Amendment, as evidenced by Master Declarant's joinder in same, (i) shall not constitute a warranty or representation by Master Declarant to any party regarding the First Amendment or the Declaration (other than Master Declarant's consent to the First Amendment as provided above), (ii) shall not create any obligation on the part of Master Declarant to perform any obligation of Declarant, the Association or any Owner or Lessee under the First Amendment, Declaration or Tohoqua Reserve Governing Documents (or any liability for Master Declarant should any such parties fail to perform any of their obligations under the First Amendment, Declaration or Tohoqua Reserve Governing Documents), (iii) shall not make Master Declarant a joint-venturer, co-venturer, partner or affiliate of (or in any way vicariously liable for the actions or inaction of) Declarant, the Association or any Owner or Lessee and (iv) shall not be construed to amend, supersede, or waive any provision of the Master Association Governing Documents.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5th day of January, 2021.

WITNESSES:

TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company

By: _____

Name: ROBERT L. SECRIST, III

Title: Manager

Address: 643 W. Michigan Street
Orlando, FL 32808

_____

Print Name: Nicole Latham Carlon

_____

Print Name: RANDOLPH J. RUSH

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of January, 2021 by ROBERT L. SECRIST, III, as Manager of TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who has produced _____ as identification.

_____
NOTARY SIGNATURE

_____
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

RANDOLPH J. RUSH
MY COMMISSION # GG 137097
EXPIRES: September 13, 2021
Bonded Thru Notary Public Underwriters

PREPARED BY AND RETURN TO:

James G. Kattelmann, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809

SECOND AMENDMENT TO COMMUNITY DECLARATION FOR TOHOQUA RESERVE

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR TOHOQUA RESERVE (the "**Second Amendment**") is made this 1 day of NOV, 2021, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida, (the "**Declarant**") and joined in by TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

WHEREAS, Declarant, with the joinder of the Association and Tohoqua Development Group, LLC, a Florida limited liability company ("**Master Declarant**"), entered into that certain Community Declaration for Tohoqua Reserve recorded December 7, 2020 in Official Records Book 5846, Page 1506 in the Public Records of Osceola County, Florida (the "**Original Declaration**"), which Declaration was amended by that certain First Amendment to Community Declaration for Tohoqua Reserve recorded January 8, 2021 in Official Records Book 5867, Page 941 in the Public Records of Osceola County, Florida (the "**First Amendment**", and together with the Original Declaration, the "**Declaration**"); and

WHEREAS, unless otherwise defined in this Second Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Declaration and the First Amendment; and

WHEREAS, Section 4.3 of the Declaration provides that, prior to the Turnover, Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as expressly limited by applicable law as it exists on the date the Declaration is recorded or except as expressly set forth therein; and

WHEREAS, the amendments to the Declaration set forth in this Second Amendment are not limited by applicable law as it existed on the date the Declaration was recorded or limited as set forth in the Declaration; and

WHEREAS, the Declaration provides that the Association shall be responsible for Lot Landscaping and Irrigation Maintenance for all Lots as more particularly set forth in Section 10.15 of the Declaration; and

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 11/09/2021 10:01:29 AM RECEIPT # 2531103
Rec Fees 146.00 EXTRA NAMES
CFN# 2021174275 BK 6083 PG 334 PAGE 1 OF 17

WHEREAS, Declarant is desirous of executing and recording this Second Amendment, and the Association is desirous of joining in this Second Amendment, for the purpose of amending and modifying the Declaration to delete the requirement that the Association conduct Lot Landscaping and Irrigation Maintenance and to provide that Lot Owners shall be responsible for irrigating and maintaining the landscaping on their Lots, all as more particularly set forth hereinbelow; and

WHEREAS, Section 4.1 of the Declaration provides that no amendment to the Declaration shall affect the rights of Master Declarant or Master Association unless such amendment receives the prior written consent of Master Declarant and/or Master Association, as applicable; and

WHEREAS, the terms and conditions of this Second Amendment do not affect the rights of the Master Declarant or Master Association and, accordingly, no consent from the Master Declarant or Master Association is required in connection with the execution and recording of this Second Amendment.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants contained in this Second Amendment, Declarant hereby amends the Declaration, and the Association joins in and consents to this Second Amendment, as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Definitions Deleted. The following definitions are hereby deleted from Section 2 of the Declaration:

"**Lot Irrigation System**"

"**Lot Landscaping and Irrigation Maintenance**"

3. Definition Added. The following definition is hereby added to Section 2 of the Declaration:

"**Landscape Maintenance Standards**" shall have the meaning set forth in Section 11.11 hereof.

4. Modified Definitions. The following definitions in Section 2 are hereby modified as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

"**Owner Installed Landscaping**" shall have the meaning set forth in Section ~~10.15.4~~ 11.12.2 hereof.

5. Amendment and Restatement of a portion of Section 10.2. The last sentence of Section 10.2 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> Except for Duplex Maintenance conducted by the Association pursuant to this Section 10.2 ~~and Lot Landscaping and Irrigation Maintenance conducted by the Association pursuant to Section~~

~~10.15 below~~, all other portions of the Duplex Lots and Duplexes, including any porches, patios or courtyards, shall be the responsibility of the respective Duplex Lot Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Duplex Lot, whether located within or outside the Duplex Lot's boundaries (including all utility lines and courtyard drains and associated pipes serving only the Duplex Lot).

6. Amendment and Restatement of Section 10.4. Section 10.4 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

The Association shall maintain as an Operating Expense all landscaping within any "Landscape Easement" "Landscape/Wall Tract" or other portion of any Lot or Tract (a) dedicated to the Association for landscape purposes ("Landscape Tract") or (b) subject to a landscaping easement in favor of the Association (a "Landscape Easement") as designated on the Plat or by separate recorded easement. No Owner or Lessee shall install, remove, maintain, modify, disturb or alter any landscaping installed within any Landscape Easement other than regular irrigation of same consistent with the irrigation standards and requirements for all Lots within TOHOQUA RESERVE. Except as otherwise provided in this Declaration, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot, including without limitation, sod, irrigation, yards, grass, shrubs, trees, mulch, or any other landscaping. Except as provided in this Declaration, the Owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas and other improvements within any portion of the Lot, including, without limitation, maintenance of the elevation, grade and slope of the Lot, maintenance of the portion of the SWMS located on the Lot and repairing any damage to sidewalks, utilities or the SWMS resulting from any trees or landscaping on the Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration.

7. Amendment and Restatement of Section 10.8. Section 10.8 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

Declarant, the CDD and the Association are granted a perpetual and irrevocable easement over, under and across all of TOHOQUA RESERVE 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 including, without limitation conducting Duplex Maintenance ~~and Lot Landscaping and Irrigation Maintenance~~. The Association may establish Tohoqua Reserve Rules and Regulations to ensure that pets, minor children and any activities of Owners and Lessees on Lots, such as approved renovations or additions or installation of other improvements, do not interfere with Duplex Maintenance ~~and Lot Landscaping and Irrigation Maintenance~~. 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 TOHOQUA RESERVE if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

8. Amendment and Restatement of Section 10.11. Section 10.11 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> The Association shall be responsible for the costs, charges and expenses incurred in connection with) maintenance of sidewalks, swales and drainage structures, irrigation, trees and landscaping located in the public right-of-way adjacent to any Common Areas (if any). Any costs associated with any such maintenance of the public right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses. Notwithstanding anything to the contrary in this Section 10.10, every Owner shall be responsible for the maintenance and irrigation of trees and landscaping within the portions of any Common Area Roadway Tract adjacent to such Owner's Lot pursuant to Sections 11.11.3.4 and 11.7 below.

9. Amendment and Restatement of Section 10.13. Section 10.13 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> The rear yard of some Lots adjacent to Retention Areas, ponds or lakes may contain water body slopes. Such water body slopes will be regulated by the Association and~~, except to the extent same is the responsibility of the Association, including, without limitation, Lot Landscaping and Irrigation Maintenance as provide in Section 10.15 below,~~ maintained by the Owner of such Lot, including regular mowing, maintenance, replacement and irrigation of sod and landscaping to prevent erosion of such water body slopes. In the event any Owner fails to maintain any water body slopes on such Owner's Lot, or in the event the slopes, banks or berms of any

adjacent Retention Areas are damaged as a result of erosion of or stormwater runoff from such Owner's Lot, the Association may maintain, repair or restore same and the costs incurred in connection with such maintenance and restoration shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes.

10. Deletion of Section 10.15. Section 10.15 of the Declaration entitled "Lot Landscaping and Irrigation Maintenance" is hereby deleted in its entirety.

11. Amendment and Restatement of Section 11. Section 11 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

Except as expressly provided herein, including, without limitation, Duplex Maintenance to be conducted by the Association on Duplex Lots as provided in Section 10.2 above ~~and Lot Landscaping and Irrigation Maintenance to be conducted by the Association on all Lots as provided in Section 10.15 above~~, all portions of the Lots and Homes, including any driveways, sidewalks, walkways, porches, patios or courtyards, shall be the responsibility of the respective Owners, including, without limitation, maintenance of the elevation, grade and slope of the Lot, maintenance of the portion of the SWMS located on the Lot and repairing any damage to sidewalks, utilities or the SWMS resulting from any trees or landscaping on the Lot, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot). Each Owner shall maintain his or her Lot and Home, including without limitation, all structural components, landscaping, irrigation systems, driveways, garage doors, and any other improvements comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of TOHOQUA RESERVE, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration including, without limitation, (i) Duplex Maintenance to be conducted by the Association pursuant to Section 10.2 above, ~~(ii) Lot Landscaping and Irrigation Maintenance to be conducted by the Association on all Lots as provided in Section 10.15 above~~ and (iii) any portion of any Lot which is Conservation Easement Property, which shall be governed by Section 27 below. 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 and recover all costs and expenses incurred by the Association in connection with same as an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below.

12. Amendment and Restatement of Section 11.3. Section 11.3 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

No sod, topsoil, tree or shrubbery shall be removed from TOHOQUA RESERVE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the Association, in its sole discretion, considers detrimental or potentially detrimental to person or property. All landscaping installed by Declarant in connection with the initial construction of a Home on a Lot shall be maintained and replaced by the Owner of such Lot. No additional landscaping or improvements may be installed on any Lot without ARC approval pursuant to Section ~~10.15.4 above and Section~~ 19 below and any required approvals of the Master Association DRB pursuant to the Master Declaration. Owners who install additional landscaping or improvements to any Lot (including, without limitation, concrete or brick pavers), with or without the approval of the ARC, that result in any change in the flow and/or drainage of surface water for such Lot ~~or which require a modification of the Lot Irrigation System for such Lot~~ shall be responsible for all of the costs of drainage problems or required modifications to the SWMS ~~or Lot Irrigation System for such Lot~~ resulting from such improvements or landscaping. Further, in the event that such Owner fails to pay for such required repairs or resolution of such drainage problems ~~modifications~~, such Owner agrees to reimburse the Association for all expenses incurred in (i) removing any improvements or landscaping not approved by the ARC and Master Association DRB (as required) and (ii) fixing such drainage problems including, without limitation, removing excess water and repairing or modifying the SWMS ~~or (iii) modifying such Lot Irrigation System~~ and shall be subject to an Individual Assessment for same.

13. Amendment and Restatement of Section 11.7. Section 11.7 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

Adjacent Common Area Roadway Tracts. ~~Single Family~~ Owners shall be responsible for ~~the costs, charges and expenses incurred in connection with~~ maintenance of the sidewalks and ~~located in the Common Area Roadway Tracts immediately adjacent to their Single Family Lots. The Association shall maintain~~ irrigation facilities and shall maintain and irrigate the grass, trees and landscaping located

in the Common Area Roadway Tracts immediately adjacent to such Owner's Lot. Every such Owner shall be required to irrigate the grass and landscaping located in such Common Area Roadway Tracts immediately adjacent to such Owner's Lot and maintain same in a routine and ordinary manner consistent with the Landscape Maintenance Standards, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. ~~all Lots as part of the Lot Landscaping and Irrigation Maintenance pursuant to Section 10.15 above.~~ Maintenance of sidewalks, located in Common Area Roadway Tracts adjacent to Duplex Lots shall be conducted by the Association as part of Duplex Maintenance. No tree installed by the Declarant, Association or CDD in such Common Area Roadway Tracts shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing.

14. Amendment and Restatement of Last Paragraph of Section 11.8.2. The last paragraph of Section 11.8.2 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

The foregoing shall not be deemed to regulate or restrict the activities of the Association in ~~(i) conducting Lot Landscaping and Irrigation Maintenance or (ii)~~ maintaining and irrigating landscaping on Common Areas pursuant to the provisions of this Declaration.

15. Addition of Section 11.11 – Landscape and Maintenance Standards. Section 11.11 is hereby added to the Declaration as set forth below:

11.11 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots (except for the portions thereof constituting Conservation Easement Property):

11.11.1 Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground above all sidewalks and no lower than twelve feet (12') from the ground above all streets, roadways, parking areas and driveways.

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

11.11.2 Grass.

11.11.2.1 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.

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

11.11.2.3 St. Augustine Grass. Only St. Augustine grass (i.e., Floratam or a similar variety) is permitted in all yards.

11.11.2.4 Adjacent Common Area Tracts. Each Owner shall also be responsible for mowing, edging and irrigating the grass in the Common Area Tracts immediately adjacent to such Owner's Lot, including all such grass that is between the sidewalk and the edge of curb.

11.11.3 Mulch. Mulch shall be maintained neat and appropriate, shall be replenished as needed and shall be comprised of such wood or fibrous material consistent with the Architectural Guidelines promulgated by Declarant or the ARC for mulch for TOHOQUA RESERVE.

11.11.4 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 City code or SFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

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

11.11.6 Weeding. All beds are to be weeded as needed to maintain a neat and appropriate appearance. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.11.7 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.

16. Addition of Section 11.12 – Landscape and Irrigation. Section 11.12 is hereby added to the Declaration as set forth below:

11.12 Landscaping and Irrigation. The following provisions shall relate to all Lots within TOHOQUA RESERVE (except to the extent and excepting any portion of any Lot which is Conservation Easement Property, which shall be governed by Section 27 below):

11.12.1 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 SFWMD and/or City 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. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot except as necessary to irrigate adjacent Common Area Tracts pursuant to Section 11.7 above. 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.

11.12.2 Owner Installed Landscaping. No Owner or Lessee shall install any additional landscaping, including flowers, trees or shrubs, installed on any Lot after completion of initial construction on any Lot without approval of the ARC. Any such landscaping installed by an Owner (including prior Owners) on any Lot (the "**Owner Installed Landscaping**"), regardless of whether such Owner Installed Landscaping is permitted pursuant to this Section 11.12.2, shall be the responsibility of the Owner and not the responsibility of the Association. The ARC may deny approval, condition its approval or limit locations for installation of any Owner Installed Landscaping in its sole discretion, and may deny installation of Owner Installed Landscaping if, in the ARC's sole judgment, it determines any such Owner Installed Landscaping shall interfere with or increase the cost of activities conducted by the Association on such Lot or interfere with the maintenance or operation of any portion of the SWMS located on or adjacent to such Lot. In addition, no Owner Installed Landscaping, including mulched areas, may be installed in any Landscape Easement, Perimeter Buffer Easement, Access and Maintenance Easement, Private Drainage Easement, Drainage Swale Easement or on or in proximity to Lot lines or within or in proximity to drainage slopes and swales. The Association shall not be responsible for damage to, or obligated to replace any, Owner Installed Landscaping under any circumstances. Nothing herein shall be deemed to authorize the installation of Owner Installed Landscaping on any Lot without ARC approval of same, which can be withheld in the ARC's sole discretion.

11.12.3 Owner Modifications to Lots or Improvements. No sod, topsoil, tree or shrubbery shall be removed from TOHOQUA RESERVE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the Association, in its sole discretion, considers detrimental or potentially detrimental to person or property. All landscaping installed by Declarant in connection with the initial construction of a Home on a Lot shall be maintained and replaced by the Owner of such Lot. No additional landscaping or improvements may be installed on any Lot without ARC approval pursuant to

Section 19 below. Owners who install additional landscaping or improvements to their Lot (including, without limitation, concrete or brick pavers), with or without the approval of the ARC, 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 or landscaping. Further, in the event that such Owner fails to pay for such required repairs or resolution of such drainage problems, such Owner agrees to reimburse the Association for all expenses incurred in (i) removing any improvements or landscaping not approved by the ARC or (ii) fixing such drainage problems including, without limitation, removing excess water and repairing or modifying the SWMS and shall be subject to an Individual Assessment for same.

17. Amendment and Restatement of Section 12.10. Section 12.10 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, viewable from the streets, alleyways or another Lot or Home within TOHOQUA RESERVE shall be installed or placed within or upon any portion of TOHOQUA RESERVE without the prior written approval of the ARC. 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 (i) commencing October 15th and shall be removed not later than November 5th of the same year for Halloween lighting and decorations, (ii) commencing November 15th and shall be removed not later than December 1st of the same year for Fall holiday lighting and decorations, and (iii) commencing Thanksgiving day and shall be removed not later than January 5th of the following year for Winter holiday lighting and decorations. The ARC may establish standards for holiday lights and decorations. The Association may require the removal of any lighting or decorations that create a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through TOHOQUA RESERVE) or which interferes with the Association in performing its responsibilities under this Declaration, including Duplex Maintenance ~~and Lot Landscaping and Irrigation Maintenance~~. The Association is not responsible for any damage to holiday lighting and decorations incurred in connection with Association's performance of its responsibilities under this Declaration, including Duplex ~~Maintenance and Lot Landscaping and Irrigation Maintenance~~. In addition, the Association may elect to not provide Duplex Maintenance ~~or Lot Landscaping and Irrigation Maintenance~~ to any Lot if the Association determines, in its sole discretion, that it cannot safely or efficiently provide such Duplex Maintenance ~~or Lot Landscaping and Irrigation Maintenance~~ due to holiday lighting and decorations located on such Lot. Except as otherwise provided in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

18. Amendment and Restatement of Second Sentence of Section 12.12. The second sentence of Section 12.12 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter shall be the responsibility of the CDD or Association, as applicable; however, the Association shall not have any responsibility for landscape maintenance within any Lot~~, except Lot Landscaping and Irrigation Maintenance to be conducted by the Association pursuant to Section 10.15 above,~~ and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration.

19. Amendment and Restatement of Third Sentence of Section 12.14. The third sentence of Section 12.14 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> No chain link or wooden fencing of any kind shall be allowed, and unless otherwise approved by Declarant (or the Association following the Turnover Date). Rear and side yard fences for ~~all~~ Duplex Lots, if any, shall have access gates a minimum of five feet (5') wide for the Association to conduct Duplex Maintenance as provided in Section 10.2 above ~~and Lot Landscaping and Irrigation Maintenance as provided in Section 10.15 above, as applicable~~.

20. Amendment and Restatement of Section 12.20. Section 12.20 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> 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 the Owner's Lot. Declarant or the Association may utilize computerized loop systems to irrigate the Common Areas ~~or as part of the Lot Irrigation System~~. Any such computerized loop irrigation system that is not specifically the maintenance obligation of an Owner ~~or part of the Lot Irrigation System~~ shall be the maintenance obligation of the Association and is deemed part of the Common Areas. The costs of operating and maintaining such computerized loop irrigation systems for the Common Areas shall be an Operating Expense. ~~The cost of operating and maintaining the Lot Irrigation System (excluding utility charges for same, which shall be billed to Lot Owners) shall be paid by Individual Assessments against such Lots as provided in Section 17.2.6.~~

21. Amendment and Restatement of Second Sentence of Section 12.30. The second sentence of Section 12.31 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

Owners of Lots ~~may place~~ may place Owner Installed Landscaping within their Lots only with the prior written approval of the ARC, which may be withheld as provided in ~~Section 10.15.4 above and~~ Section 19.8 below.

22. Amendment and Restatement of Sixth Sentence of Section 12.31. The sixth sentence of Section 12.31 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> Owners installing a pool, hot tub or spa shall be responsible for the costs of any required modifications to the SWMS ~~or the Lot Irrigation System servicing their Lot (as applicable)~~ as a result of same, and the Association's costs of modifying the SWMS ~~or any such Lot Irrigation System~~ shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 hereof.

23. Amendment and Restatement of Section 15.10. Section 15.10 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

> Declarant has constructed upon certain Lots, as part of the Surface Water Management System, drainage swales or slopes for the purpose of managing and containing flow of excess surface water, if any, found upon such Lots from time to time (each a "**Drainage Swale**"). The portion of the Lots containing any such Drainage Swales shall be designated on the Plat or by separately recorded instrument as a "Drainage Swale Easement", "Environmental Swale Easement" or a similar term (each a "**Drainage Swale Easement**"). All Drainage Swale Easements are hereby dedicated to the CDD and Association. Each Lot Owner, including Declarant and any builders, shall be responsible for the maintenance, operation and repair of the Drainage Swales on their Lot. Such maintenance, operation and repair shall mean the exercise of practices, such as mowing, irrigation, maintenance and replacement of landscaping ~~(to the extent same is not part of Lot Landscaping and Irrigation Maintenance to be conducted by the Association)~~ and erosion repair, which allow the Drainage Swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SFWMD. Filing, excavation, construction of fences or otherwise obstructing the surface water flow in Drainage Swales is prohibited. No alteration of any Drainage Swale, including alteration of the grade, elevation or slope of same, is permitted without prior approval of the CDD, the Association, the City, the SFWMD and all other governmental agencies with jurisdiction over same. Any damage or alteration to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner of the Lot upon which the Drainage Swale is located. The CDD or Association may, but

shall not be obligated to, maintain all Drainage Swales within Drainage Swale Easements (and any such maintenance by the Association shall be as an Operating Expense) and are hereby granted an easement for same. The CDD or Association shall provide written notice to the Owners of Lots with Drainage Swales if the CDD or Association has elected to maintain such Drainage Swales. In such event, each Owner of such Lot shall still maintain and irrigate landscaping installed within any Drainage Swale Easement on their Lot. In the event the Association elects to maintain or repair any Drainage Swale as an Operating Expense, or in the event Lot Owners are responsible for maintenance and repair of Drainage Swales and fails to properly maintain and repair same, Owners of Lots shall be responsible for the cost of such maintenance, restoration or repair of any damage to or alteration of any such Drainage Swale or Drainage Swale Easement by such Owner, their Lessee or any Immediate Family Member, guest or invitee of any Owner or Lessee and all costs incurred by the Association in connection with same shall be an Individual Assessment on such Owner's Lot. No Owner shall install any improvements or additional landscaping within any Drainage Swale Easement without the prior written approval of same by the CDD, ARC and Master Association DRB, as applicable.

24. Amendment and Restatement of Section 17.2. Section 17.2 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining TOHOQUA RESERVE, and in particular, without limitation, for the improvement, operation, repair, maintenance and replacement of the Common Areas (including CDD Facilities maintained by the Association pursuant to an agreement for same with the CDD, if any), including without limitation the Surface Water Management System and Conservation Easement Property (to the extent not maintained by the CDD) as well as any mitigation or preservation areas, including but not limited to work within Retention Areas, drainage structures and drainage easements (to the extent not conducted by the CDD) and providing for Duplex Maintenance through Duplex Assessments ~~and Lot Landscaping and Irrigation Maintenance~~ through Individual Assessments as provided below. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board.

25. Amendment and Restatement of Section 17.2.6. Section 17.2.6 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

17.2.6 Any specific assessment for costs incurred by the Association which amounts are by their nature applicable only to one or more Lots, but less than all Lots or amounts that vary from Lot to Lot~~, such as the cost of Lot Landscaping and Irrigation Maintenance~~ ("**Individual Assessments**"). ~~By way of example and not limitation, the cost of Lot Landscaping and Irrigation Maintenance for each Lot shall be an Individual Assessment against each Lot that varies based upon the size category of such Lot as provided in Section 10.15.5 above. There may also be Individual Assessments in varying amounts against an Owner's Lot for the cost of maintaining Owner Installed Landscaping located on same.~~ In addition, 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.

26. Amendment and Restatement of Third Sentence of Section 19.8.3. The third sentence of Section 19.8.3 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

In approving or disapproving such plans and specifications, the ARC 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 and the impact of same on the cost of Duplex Maintenance~~ and the cost of Lot Landscaping and Irrigation Maintenance and the impact of same on the Lot Irrigation System~~.

27. Amendment and Restatement of Section 25.1. Section 25.1 is hereby amended and restated in its entirety to read as follows (additions are underlined, and deletions, if any, are ~~stricken through~~):

The CDD shall be responsible for the maintenance, operation and repair of the SWMS, ditches, canals, lakes, and Retention Areas in TOHOQUA RESERVE. Maintenance of the SWMS shall mean the exercise of practices which allow the SWMS to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SFWMD. The CDD shall be responsible for such maintenance and operation. Any repair or reconstruction of the SWMS shall be as permitted, or if modified as

approved by the SFWMD. Operation and maintenance and any required reinspection of the SWMS shall be performed in accordance with the terms and conditions of the Permit. All portions of the SWMS within TOHOQUA RESERVE, excluding those areas (if any) normally maintained by the City or another governmental agency, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the CDD's ultimate responsibility for the maintenance of SWMS, the Association shall have the right to enforce the provisions of this Section 25 to the extent the CDD does not take enforcement action. All private drainage easements, if any, specifically granted or dedicated to the Association on the Plat or by separate instrument (the "**Private Drainage Easements**") shall be Common Areas. Such Private Drainage Easements will be regulated by the Association and maintained by the Owner of such Lot, including regular mowing, maintenance, replacement and irrigation of sod and landscaping to prevent erosion of slopes or swales. In the event any Owner fails to maintain any Private Drainage Easement on such Owner's Lot, the Association may maintain or restore same and the costs incurred in connection with such maintenance and restoration shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 above.

28. No Further Amendment/Binding Effect. Except as hereby amended and modified, the Declaration shall remain in full force and effect. The Declaration, as amended by this Second Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in TOHOQUA RESERVE or any part thereof, and their respective heirs, personal representatives, successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 1 day of NOVEMBER 2021.

WITNESSES:

Print Name: Erin Beter

Print Name: Alexandra Castro

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Name: CLIFF TORRES

Title: DIRECTOR OF LAND DEVELOPMENT

Date: 11/1, 2021

Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of November 2021, by Cliff Torres, as director of land dev of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He [is personally known to me] [has produced _____ as identification].

(NOTARY SEAL)

ALEXANDRA V. CASTRO
MY COMMISSION # HH 035459
EXPIRES: August 24, 2024
Bonded Thru Notary Public Underwriters

NOTARY SIGNATURE

Alexandra V Castro
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: HH 035459
My Commission Expires: 08/24/24

JOINDER OF ASSOCIATION

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the First Amendment to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1 day of NOVEMBER, 2021.

WITNESSES:

Print Name: Erin Baker

Print Name: Alexandra Castro

TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: _____

Name: MARY BURNS

Title: PRESIDENT

{CORPORATE SEAL}

Address: 4901 Vineland Road, Suite 500
Orlando, Florida 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of November 2021, by Mary Burns, as president of TOHOQUA RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

ALEXANDRA V. CASTRO
MY COMMISSION # HH 035459
EXPIRES: August 24, 2024
Bonded Thru Notary Public Underwriters

NOTARY SIGNATURE

Alexandra V Castro
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: HH035459
My Commission Expires: 08/24/24