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**COMMUNITY DECLARATION
FOR
DEL WEBB NOCATEE**

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**COMMUNITY DECLARATION
FOR
DEL WEBB NOCATEE**

THIS COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (this "**Declaration**") is made this 11th day of March, 2019, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida, successor by conversion to PULTE HOME CORPORATION, a Michigan corporation (the "**Declarant**") and joined in by DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

R E C I T A L S

- A. Declarant is the Owner of the real property located in St. Johns County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**DEL WEBB NOCATEE**").
- B. Declarant hereby desires to subject DEL WEBB NOCATEE and all right, title and interest of Declarant in DEL WEBB NOCATEE to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE dedicated, granted or reserved for access, maintenance or similar purposes on the Plat or by other recorded instrument.

"**ACOE**" shall mean the U.S. Army Corps of Engineers.

"**ACOE Permit**" shall mean any permit issued by the ACOE with respect to Conservation Easement Property in DEL WEBB NOCATEE.

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

“**Administrative Personnel**” shall mean the staff that manages the Conservation Easement Property, including park rangers, foresters, security personnel, maintenance staff, office administrative staff, and other park employees and agents.

“**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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

“**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 Tolomato Community Development District or any other Community Development District formed and operated to maintain portions of DEL WEBB NOCATEE 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 documents described on **Exhibit 5** attached hereto and made a part hereof. 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 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.

“Common Areas” shall mean all real property interests and personalty within DEL WEBB NOCATEE 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 DEL WEBB NOCATEE. Common Areas shall also include all CDD Tracts within DEL WEBB eTOWN for which the Association has assumed operational and maintenance responsibility pursuant to an agreement with the CDD. The Common Areas may include, without limitation, Surface Water Management System, Front Entrance Landscape Improvements, Pond Parcel 1, the private streets and roadways within DEL WEBB NOCATEE, the Recreational Facilities (as defined herein), including the Community Amenity, Conservation Easement Property, Private Drainage Easements, Landscape Easements, entrance gates, features and signs, manned gatehouses, fountains in ponds, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, easement areas owned by others, public rights of way, Retention Areas, conservation, preserve and open space areas, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS 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.

“Community Amenity” shall have the meaning set forth in Section 9.2 hereof.

“**Community Amenity Manager**” shall be the manager of the Community Amenity as designated by the Board, if separate from the Manager.

“**Community Completion Date**” shall mean the date upon which all Homes in DEL WEBB NOCATEE, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

“**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 St. Johns County, Florida.

“**Declaration**” shall mean this COMMUNITY DECLARATION FOR DEL WEBB NOCATEE, together with all amendments and modifications thereof and Supplements thereto.

“**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 Guest Activity Card**” shall have the meaning set forth in Section 26.6.

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

“**DEL WEBB NOCATEE**” 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.

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

“**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 below.

“**Front Entrance Easement Agreement**” shall have the meaning set forth in Section 29.1 hereof.

“**Front Entrance Landscape Easement**” shall have the meaning set forth in Section 29.1.1 hereof.

“**Front Entrance Landscape Improvements**” shall have the meaning set forth in Section 29.1.1 hereof.

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

“**Governing Documents**” shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Architectural Guidelines, and any applicable Supplemental Declaration all as amended from time to time.

“**Guest Activity Card**” shall have the meaning set forth in Section 9.16.2.2 hereof.

“**Guests**” shall mean individuals who reside overnight at a Home on a temporary, transient basis at the request of the Owner without payment of compensation to or by such individual. The term Guests shall not include Lessees or their Immediate Family Members, Occupants or Residents and shall not include invitees who do not reside at the Home on an overnight basis.

“**Home**” shall mean a residential dwelling and appurtenances thereto constructed on a Lot within DEL WEBB NOCATEE. 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 twenty-two (22) years and younger of the Owner or the Owner’s spouse or the Lessee or the Lessee’s Spouse. If an Owner or Lessee is unmarried, 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 within the Home.

“**Indemnified Parties**” shall mean the Declarant Indemnified Parties, the Association Indemnified Parties and the CDD Indemnified Parties.

“**Individual Assessments**” shall have the meaning set forth in Section 17.2.6 hereof.

“**Initial Capital 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 DEL WEBB NOCATEE.

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

“**Manager**” shall have the meaning set forth in Section 21.6 hereof.

“**Master Plan**” shall mean collectively any full or partial concept plan for the development of DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

“**Membership and Activity Card**” means a card the Association issues in accordance with the terms and conditions set forth in Section 26.7 and which confers upon the holder rights of access to and use of some or all of the Recreational Facilities, including the Community Amenity, subject to the applicable Rules and Regulations adopted with respect to same.

“**Minor**” shall mean individuals aged seventeen (17) and younger.

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

“**Neighborhood**” means a group of Lots or portion of DEL WEBB NOCATEE which has as an appurtenance thereto the right to receive additional services or which are benefited by improvements which do not benefit or service other Lots or portions of DEL WEBB NOCATEE. Any Lots or property subjected to this Declaration after the date hereof may be designated as a Neighborhood in a Supplemental Declaration and shall be subject to Neighborhood Assessments to pay for the maintenance, repair or restoration of any such improvements or services benefitting only such Neighborhood.

“**Neighborhood Assessments**” shall have the meaning set forth in Section 17.2.7 of this Declaration.

“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 Recreational Facilities and any Landscape Tracts and Landscape Easements; all costs of the Association in performing its obligations under the Front Entrance Easement Agreement and Sonoc Deed Restrictions; 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; private garbage and trash pickup for all Owners through a bulk contract; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; 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 Installed Landscaping” shall have the meaning set forth in Section 11.3.2 hereof.

“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” or “Member” shall not include Declarant, even after the Turnover Date.

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

“Party Wall” shall have the meaning set forth in Section 11.8 hereof.

“Perimeter Buffer Easement” shall have the meaning set forth in Section 10.4 hereof.

“Permit” shall collectively mean Permit No. 87432-265, as amended or modified, issued by SJRWMD, 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.

“Phase 1 Property” shall mean the property described on **Exhibit “A”** of this Declaration.

“Plat” shall mean any plat of any portion of DEL WEBB NOCATEE filed in the Public Records, from time to time, including, without limitation DEEP CREEK LANDING PHASE 1, according to the plat thereof as recorded in Map Book 94, Pages 42-70 of the Public Records (the **“Phase 1 Plat”**). This definition shall be automatically amended to include the plat of any additional phase of DEL WEBB NOCATEE, as such phase is added to this Declaration, or any replat of any portion of DEL WEBB NOCATEE.

“Pond Parcel 1”, Pond Parcel 2” and **“Pond Parcels”** shall have the meanings set forth in Section 29.1 hereof.

“Private Drainage Easements” shall have the meaning set forth in Section 25.1 hereof.

“Public Records” shall mean the Public Records of St. Johns 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 retain or retain water, including stormwater on a temporary basis. The Retention Systems for DEL WEBB NOCATEE 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 Rules and Regulations governing DEL WEBB NOCATEE as adopted by the Board from time to time. The Rules and Regulations may be incorporated in the Architectural Guidelines or may be adopted separately by the Declarant or the Board, as applicable.

“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.

“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.

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

“**Sonoc**” shall have the meaning set forth in Section 29 hereof.

“**Sonoc Deed Restrictions**” shall have the meaning set forth in Section 29.2 hereof.

“**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.

“**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. The DEL WEBB NOCATEE Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

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

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

“**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.

“**Tract**” shall mean and refer to any parcel, tract, unit or other subdivision of real property within DEL WEBB NOCATEE 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.

“Voting Interest” shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within DEL WEBB NOCATEE, which shall include the voting interests of the Declarant.

3. Plan of Development.

3.1 Plan. The planning process for DEL WEBB NOCATEE 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 DEL WEBB NOCATEE and any adjacent property owned by the Declarant into residences, comprised of homes, duplex 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 DEL WEBB NOCATEE as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for DEL WEBB NOCATEE that may be supplemented by additional covenants, restrictions and easements applicable to particular areas within DEL WEBB NOCATEE. 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 DEL WEBB NOCATEE from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, and to all occupants of Homes, as well as their respective tenants, Guests and invitees. Any Lease Agreement for a Home within DEL WEBB NOCATEE 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. 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 agency having jurisdiction is required by applicable law or governmental regulation or land use or development condition of approval affecting DEL WEBB NOCATEE for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments affecting the SWMS or any Conservation Easement Property must comply with

Section 25.2 which benefits SJRWMD pursuant to the Permit. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents, 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 shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as 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 DEL WEBB NOCATEE; (ii) additions or deletions from DEL WEBB NOCATEE and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the 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 SJRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to 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, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

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 DEL WEBB NOCATEE no longer being in compliance with the Act or (b) impact the DEL WEBB NOCATEE'S ability to comply with the requirements of the Act for the purpose of maintaining the age restrictions set forth in Section 16.1 hereof.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of DEL WEBB NOCATEE by Declarant. 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). 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE.

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

5.3 Withdrawal. Prior to the Community Completion Date, Declarant may withdraw any portions of DEL WEBB NOCATEE (or any additions thereto) 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 the joinder and consent of the owner of record title to such lands being withdrawn if other than Declarant. The right of Declarant to withdraw portions of DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE.

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

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

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 and the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity in accordance with the rules and regulations of SJRWMD and any such transfer and acceptance must be approved in writing by SJRWMD. 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 DEL WEBB NOCATEE 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.
- (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 DEL WEBB NOCATEE 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 Governing Documents shall apply to both such Owner and the designated Occupants.

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

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

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

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of DEL WEBB NOCATEE for various public purposes or for the provision of telecommunications systems, or to make any portions of DEL WEBB NOCATEE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of DEL WEBB NOCATEE. 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) Common Areas described on Exhibit 1 attached hereto as same are depicted on the Phase 1 Plat, (ii) Private Drainage Easements, Access and Maintenance Easements and Landscape Easements, as depicted on the Plat, (iii) the Front Entrance Landscape Easement and (iv) 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 DEL WEBB NOCATEE. 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.

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, a community

recreational center with pool, cabana, clubhouse, lockers, tennis courts, pickle ball courts, card room, fitness center, meeting rooms, café, restaurant and bar (together the “Community Amenity”), nature/walking trail, a dog park, passive parks and other parks and recreational facilities (collectively, the “Recreational Facilities”) for the use and benefit of Declarant, Owners, Lessees and their respective (as applicable) Immediate Family Members and Guests and invitees as provided in and subject to the 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 DEL WEBB NOCATEE, 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 or operation of DEL WEBB NOCATEE, including, without limitation, the Permit, as modified and/or amended. Association shall cooperate with Declarant or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits 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 employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 the terms and conditions of the Governing Documents and all 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 8 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 DEL WEBB NOCATEE) 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 SJRWMD and the County under Section 25.1.7 below with respect to Common Areas containing or affecting the SWMS, 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 Rules and Regulations applicable with respect to same. Prior to the Community Completion Date, Declarant, and thereafter, Association have 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 DEL WEBB NOCATEE; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION 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 AND THE ASSOCIATION. 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 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 AND THE ASSOCIATION 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 DEL WEBB NOCATEE.

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 DEL WEBB NOCATEE; (v) illness, health or safety hazards resulting from contact with or ingestion of any plant life within any portion of DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE. Each such person also expressly indemnifies and agrees to 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 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 or water body unless such right is expressly granted by this Declaration or 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 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 DEL WEBB NOCATEE 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 Rules and Regulations governing the use of the Common Areas. The 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 Rules and Regulations promulgated hereunder.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would adversely affect the interests of Declarant. Without limiting the foregoing, Declarant and its assigns shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE), general office and construction operations within DEL WEBB NOCATEE; (iii) place, erect or construct portable, temporary or accessory buildings or structures within DEL WEBB NOCATEE for sales, construction, storage or other purposes up to the point of completion of development and sales for all Homes to be constructed in DEL WEBB NOCATEE; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of DEL WEBB NOCATEE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, or portions of DEL WEBB NOCATEE, signs and other materials used in developing, constructing, selling or promoting the sale of any portion DEL WEBB NOCATEE including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to DEL WEBB NOCATEE by dredge or dragline, store fill within DEL WEBB NOCATEE and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, DEL WEBB NOCATEE and use and/or sell excess plants and trees, all of which shall be incidental to Declarant’s development of DEL WEBB NOCATEE 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 DEL WEBB NOCATEE.

9.10 Intentionally Deleted.

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 DEL WEBB NOCATEE 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 County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Driveway Repair or Replacement. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, sidewalk, walkway or other paved surface on a Single Family Lot, then the Owner of such Single Family 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 County. 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 Single Family Lot grants the Association an easement over their Lot for the purpose of ensuring compliance with the requirements of this Section 9.13. Replacement or repair of driveways for Duplex Lots shall be an item of Duplex Maintenance pursuant to Section 10.2 below.

9.14 Association's and Owners' Obligation to Indemnify. The Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant 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 or 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 and CDD Facilities within DEL WEBB NOCATEE. The description of the Common Areas and any CDD 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 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. All Minors must be accompanied by adults at all times while using the Recreational Facilities. Parents and legal guardians are responsible for the actions and safety of such Minors and any injuries to others or any damages to the Recreational Facilities or other personal property caused by such Minors. The Association may adopt reasonable Rules and Regulations from time to time governing Minors' use of the Recreational Facilities, subject to the terms of this Declaration and Rules and Regulations promulgated by the Board. Such Rules and Regulations may include prohibition on Minor's use of certain portions of the Recreational Facilities even if accompanied by an adult and limitations on the hours when such Minors may use portions of the Recreational Facilities. By way of example, but not limitation, the Association may prohibit Minors from using the fitness center or may limit Minor's use of the pool areas to certain designated hours or may prohibit Minor's use of the pool areas at all times.

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 and 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 any Owner, his Lessee, and their respective Immediate Family Members, Guests or invitees. 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.

9.16.2 Guest Use of Community Amenity. Guests of Owners shall have access to all Recreational Facilities other than the Community Amenity subject to the terms of the Governing Documents. Guest access to and use of the Community Amenity shall be subject to the Governing Documents, including the following terms of this Declaration:

9.16.2.1 Eligibility of Guests to Use the Community Amenity. Guests of Owners may be allowed to use the Community Amenity subject to compliance with this Declaration and Rules and Regulations promulgated by the Board. Guests who reside anywhere other than the Owner's Home may not use the Community Amenity. Guests must be residing in the Owner's Home while the Owner is also residing in the Home in order to use the Community Amenity. House sitters and Guests residing in the Home when the Owner is not residing in the Home are not eligible to use the Community Amenity. If an Owner is not eligible to use the Community Amenity for any reason, their Guests may not use the Community Amenity. The Community Manager, Manager or Association may monitor usage of the Community Amenity by Guests and compliance of same with this Declaration and any applicable Rules and Regulations and may suspend or terminate any Guest's use privileges for the Community Amenity for any violations of this Declaration or such Rules and Regulations.

9.16.2.2 Guest Use of the Community Amenity. The Board may promulgate and amend from time to time in its discretion Rules and Regulations regarding Guest use of the Community Amenity. Such Rules and Regulations may provide for the issuance of cards (the "Guest Activity Card") allowing such Guests to access and use the Community Amenity.

9.16.3 Use of Community Amenity by Lessees and their Guests. Subject to compliance with the requirements of Section 26.7.3 below, Lessees shall have the right of access to and use of the Community Amenity on the same basis as an Owner, including access and use rights for their Immediate Family Members and their permitted Guests and invitees all as more particularly set forth in Section 26.7.3 below. Lessees and their

Immediate Family Members, Guests and invitees may use all other Recreational Facilities, subject to compliance with the Governing Documents.

9.16.4 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.

9.16.5 Indemnification. By the use of the Recreational Facilities, as applicable, each Owner, Lessee, Immediate Family Member, Guest and invitee 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 Owners, Lessees, their respective Immediate Family Members, 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.

9.16.6 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.

9.16.7 Basis For Suspension. The rights of an Owner, Lessee, Immediate Family Member, Guest, invitee or other individual to use the Recreational Facilities (including the Community Amenity) may be suspended by the Association if, in the sole judgment of the Association:

9.16.7.1 such person is not an Owner or a Lessee or an Immediate Family Member or permitted Guest of an Owner or Lessee;

9.16.7.2 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 Association's Rules and Regulations;

9.16.7.3 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

9.16.7.4 an Owner fails to pay Assessments due.

9.16.8 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 or 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.

10. Maintenance by the Association. The following provisions shall relate to all Lots and Homes within DEL WEBB NOCATEE.

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. Declarant, at Declarant's sole option and as specified in this Declaration or a Supplemental Declaration with respect to same, may install within a designated Neighborhood upgraded landscaping, signage, streets, sidewalks, walkways, lighting, fountains, walls, fences, entrance features and other Common Area improvements which shall be maintained, repaired and replaced by the Association for the benefit of the Neighborhood, and the additional costs incurred in connection with same shall be a Neighborhood Assessment pursuant to Section 17.2.7 below.

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 operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Duplex Lots (the "Duplex Lot Irrigation System"), including water, reclaimed water and other utility charges, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Occupant of any Duplex Lot;

10.2.2 maintenance (including, mowing, edging, fertilizing, watering, mulching, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Duplex Lots as part of the initial construction on the Duplex 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 Duplex Lot Owner at their sole cost and expense;

10.2.3 Maintenance of sidewalks, irrigation facilities, trees and landscaping (including irrigation of same) located in private street rights of way adjacent to the Duplex Lots.

10.2.4 The operation and maintenance of the Duplex 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 Duplex Lot Irrigation System or the spray field or hours of operation of any Duplex Lot Irrigation System. If any portion of an Owner’s Duplex Lot Irrigation System is malfunctioning, such Owner or their Lessee shall promptly notify the Association with respect to same.

10.2.5 painting of all exterior painted portions of any dwelling, including any garage, garage door, exterior doors, gutters, downspouts, shutters, fascia on the dwelling, and any Party Wall or fence erected along the Lot boundaries as part of the original construction on the Duplex Lots or any replacement thereof (“Boundary Fences”);

10.2.6 pressure cleaning of exterior walkways, front steps, roofs, and the exterior walls of all dwellings and garages;

10.2.7 repair and replacement of all roofs on Duplexes, including covered porches and garages, installed as part of the original construction on the Duplex Lots;

10.2.8 repair and replacement of any Boundary Fences originally installed by Declarant;

10.2.9 repair and replacement of gutters, downspouts, shutters and fascia on any Duplex, including covered porches and garages;

10.2.10 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;

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

10.2.12 maintenance, repair and replacement, including repaving and resurfacing of the portions of any driveways, sidewalks and walkways located on any Duplex Lots and installed as part of the original construction on the Duplex Lots, however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to any such driveway, sidewalk or walkway in the event that the negligent or willful acts of such Owner, their Lessees, Immediately 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 Owner to an Individual Assessment for such costs.

All other portions of the Duplex Lots and Duplexes, including any porches, patios or courtyards, shall be the responsibility of the respective 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 drain and associated pipes serving only the Duplex Lot).

10.3 Natural Buffers. The Plat designates portions of Lots or Tracts as "Upland Preserves" or "Vegetative/Natural Buffer" or which are subject to an easement for "Perimeter Natural Buffer" or similar purposes (each portion a "Perimeter Buffer Easement"). Except as provided in Section 11.9 below, 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 other than regular irrigation of same consistent with the irrigation standards and requirements for all Lots within DEL WEBB NOCATEE. 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, any Owner Installed Landscaping or Enclosure Landscaping. Except as provided in this Declaration, the record title 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.

10.5 Roadways. All streets and roadways within DEL WEBB NOCATEE shall be private roadways which shall be maintained by the Association as an Operating Expense. THE ROADWAYS ADJACENT OR IN PROXIMITY TO DEL WEBB NOCATEE ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS TO BE MAINTAINED BY THE COUNTY OR ITS AGENCIES. 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 COUNTY or (iii) ENFORCEMENT OF TRAFFIC CONTROL OR PARKING RESTRICTIONS WITH RESPECT TO SUCH ROADWAYS BY THE COUNTY.

10.6 Adjoining Areas. 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 for maintaining 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 County by Plat, if any, shall be if necessary pursuant to a separate "Use Agreement" with the County.

10.7 Repair of Damage Caused by Owners. The expense of any maintenance, repair or construction of any portion of the Common Areas or CDD Facilities 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 and the Association are granted a perpetual and irrevocable easement over, under and across all of DEL WEBB NOCATEE for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of DEL WEBB NOCATEE 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 provided herein or 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 DEL WEBB NOCATEE. Such areas may abut, or be proximate to, DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE, 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 may install perimeter walls or fences, including a retaining wall, within any fence or wall easement (the "Perimeter Wall/Fence

Easement”) within DEL WEBB NOCATEE 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 DEL WEBB NOCATEE, including Perimeter Walls/Fences located on Lots; however, each Owner shall maintain the interior of any Perimeter Walls/Fences or portion thereof located on such Owner’s Lot. Owners may install fences on their Lot which abut perpendicularly (or at such other angle consistent with the angle 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 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. The Association shall be responsible for the maintenance and repair of all sidewalks within DEL WEBB NOCATEE 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.

10.13 Water Body Slopes. The rear yard of some Lots adjacent to detention ponds or lakes may contain water body slopes. Such water body slopes will be regulated and maintained by the Association. The Declarant hereby grant 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.

11. Maintenance by Owners. Except for Duplex Maintenance, all other 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, 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 DEL WEBB NOCATEE, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration. In the event Lots and Homes are not maintained by the Owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner 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 DEL WEBB NOCATEE, 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.

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

11.2.1 Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground above all sidewalks and no lower than twelve feet (12') from the ground above all streets and roadways.

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

11.2.3 Grass.

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

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

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

11.2.4 Mulch. Mulch shall be 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 DEL WEBB NOCATEE.

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

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

11.2.7 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.

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

11.3 Landscaping and Irrigation. The following provisions shall relate to all Lots within DEL WEBB NOCATEE:

11.3.1 Irrigation. Except to the extent provided by the Association to Duplex Lots as a part of Duplex Maintenance, every Owner shall be required to irrigate the grass and landscaping located on their Lot in a routine and ordinary manner, as may be permitted by SJRWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Except with respect to Duplex Lots, 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. 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.

11.3.2 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 11.3, 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 Duplex 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. 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 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, but shall not be obligated to, irrigate, fertilize, spray for insects, mulch, trim or prune Owner Installed Landscaping, with the additional cost of same to be an additional Individual Assessment against such Owner's Lot. The Association may also elect to discontinue irrigation and maintenance of Owner Installed Landscaping at any time

in its sole discretion. Any (i) Owner Installed Landscaping installed or maintained on any Lot and (ii) any 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.

11.3.3 Owner Modifications to Lots or Improvements. No sod, topsoil, tree or shrubbery shall be removed from DEL WEBB NOCATEE 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 Duplex Lot without ARC approval pursuant to Section 19 below. Owners who install improvements to any Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water for such Lot or which require a modification of the Duplex Lot Irrigation System for Duplex Lots shall be responsible for all of the costs of drainage problems or required modifications to the Duplex Lot Irrigation System resulting from such improvement. 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, (ii) fixing such drainage problems including, without limitation, removing excess water and repairing the SWMS or (iii) modifying such Duplex 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. 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, except to the extent same is the express maintenance obligation of the Association under this Declaration. In the event the County or any of its 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 Rights of Way. Each Owner of a Single Family Lot shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalks, irrigation facilities, trees and landscaping located in the private street rights of way immediately adjacent to such Owner's Lot. Every such Owner shall be required to irrigate the grass and landscaping located in the private street rights of way immediately adjacent to such Owner's Lot 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. Maintenance of sidewalks, irrigation facilities, trees and landscaping located in private street rights of way adjacent to Duplex Lots shall be conducted by the Association as part of Duplex Maintenance. No tree installed by the Declarant in such private street rights of ways 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 DEL WEBB NOCATEE.

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, or his Guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the 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 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

11.8.3 Other Damage. If a Party Wall is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, Guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the 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 his agents, tenants, licensees, Guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the 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 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 SJRWMD, County 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.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within DEL WEBB NOCATEE, except for any Lots owned by the Declarant. 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.

12.2 Animals. No animals of any kind shall be raised, bred or kept within DEL WEBB NOCATEE for commercial purposes. Except as provided below, Owners may keep domesticated pets as permitted by County ordinances and otherwise in accordance with the 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. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. Without limiting the generality of the foregoing, dog breeds or partial breeds that include pit bulls or other breeds deemed to be dangerous by the Board in its sole discretion are prohibited. 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 DEL WEBB NOCATEE. Each Owner shall be responsible for the activities of its pet.

12.2.1 All permitted pets must be caged or on a short leash at all times when they are within any portion of DEL WEBB NOCATEE (except the Owner's Home or Lot). Pets must be on the grass before the pet is permitted to stop and relieve itself.

12.2.2 Animals that are typically kept in cages or containers wholly within the Home such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with

applicable law. If any such pets become a nuisance, the Board shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

12.2.3 Neither the Board, Declarant, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing Rules and Regulations governing pets and every Owner maintaining a pet within DEL WEBB NOCATEE agrees to defend, indemnify and hold the Indemnified Parties harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet within DEL WEBB NOCATEE. Any landscaping damage or other damage to the DEL WEBB NOCATEE, caused by an Owner's pet must be promptly repaired by the Owner. The Association retains the right to effect said repairs and charge the Owner therefore as an Individual Assessment.

12.2.4 A violation of the provisions of this Section 12.2 shall entitle the Association and the Board to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable Rules and Regulations, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from DEL WEBB NOCATEE. This Section 12.2 shall also apply to Lessees who have pets.

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 DEL WEBB NOCATEE. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant or its agents:

12.4.1 Parking. Owners', Lessees' and Immediate Family Members' vehicles shall not be parked in streets, private roadways or alleyways within DEL WEBB NOCATEE 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. Not more than one (1) vehicle may be parked in the driveway at any one time, and such vehicle must be parked directly in front of the garage. Owners, Lessees and Immediate Family Members may have golf carts and motorcycles, but such golf carts and motorcycles must be parked within a garage. All Owners, Lessees and Immediate Family Members must register all vehicles with the Association. All parking within the Property shall be in accordance with Rules and Regulations adopted from time to time by the Board. All vehicles within DEL WEBB NOCATEE 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 DEL WEBB NOCATEE has any guest parking, Owners, Lessees and Immediate Family Members are prohibited from parking in

such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in DEL WEBB NOCATEE 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 DEL WEBB NOCATEE. Any vehicles parked within the streets or private roadways of DEL WEBB NOCATEE 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 DEL WEBB NOCATEE for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance of vehicles shall be made within DEL WEBB NOCATEE. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within DEL WEBB NOCATEE. No commercial vehicle or limousine may be kept within DEL WEBB NOCATEE except in the garage of a Home. Notwithstanding the foregoing, motor home or recreational vehicles which are owned or being utilized by the Owner or Lessee of a Home may be parked in the driveway for not more than a twenty-four (24) hour period for loading and unloading purposes. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or sport 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. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within DEL WEBB NOCATEE. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), scooters or mini motorcycles are permitted at any time on any private streets, roadways, sidewalks or other paved surfaces forming a part of the Common Areas. Additionally no ATV or mini motorcycle may be parked or stored within DEL WEBB NOCATEE, including any Lot, except in the garage of a Home.

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 (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. 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. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter their 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. 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 or public road right of way within, adjacent to or in proximity with DEL WEBB NOCATEE. THE ROADWAYS ADJACENT TO OR IN PROXIMITY TO DEL WEBB NOCATEE 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.

12.4.5 Golf Cart Use. Subject to compliance with any and all requirements of the County and all other governmental agencies having jurisdiction over same, use and operation of golf carts on paved roadways, driveways and parking areas within DEL WEBB NOCATEE shall be permitted, subject to the following limitations and restrictions:

12.4.5.1 Rules and Regulations. The Board may promulgate and amend from time to time, in its sole discretion, Rules and Regulations regarding the operation of golf carts within DEL WEBB NOCATEE, which may include, but shall not be required to include, Rules and Regulations regarding (i) the types of golf carts or similar vehicles approved for use in DEL WEBB NOCATEE, (ii) the storage and parking of golf carts, (iii) the permitted manner, areas and hours of operation of golf carts, (iv) registration of golf carts, (v) required features, design and maintenance of golf carts and (vi) such other matters pertaining to golf carts as determined by the Board in its sole discretion.

12.4.5.2 Assumption of Risk. Any Owner, Lessee, Immediate Family Member, Guest, invitee or other person who operates a golf cart within DEL WEBB NOCATEE or is a passenger within a golf cart operated within shall do so at their own risk. Each Owner, for themselves, their Lessees and for the Immediate Family Members, Guests and invitees of such Owner or their Lessees, accepts and assumes all risk and responsibility for liability, injury, death or damage connected with such parties operating or being a passenger in a golf cart within DEL WEBB NOCATEE. Every Owner shall be liable for any property damage and/or personal injury caused or suffered by such Owner or any Lessee, Immediate Family Member, invitee or Guest of such Owner or their Lessee operating a golf cart or being a passenger in a golf cart within DEL WEBB NOCATEE.

12.4.5.3 Waiver, Release of Liability and Indemnification. By operating a golf cart or being a passenger in a golf cart operated within DEL WEBB NOCATEE (i) each Owner, Lessee, Immediate Family Member, invitee and Guest or any other party operating or a passenger in such golf cart (together the “**Golf Cart Users**”) hereby (a) releases the Indemnified Parties from any and all losses, liabilities, demands, claims, actions, causes of action, damages and suits, including, without limitation, indirect, special, or consequential loss or damage, and including, without limitation, all costs, expenses and reasonable attorneys’ and paralegals’ fees in any mediation, arbitration, litigation, and bankruptcy proceedings, and appeals therefrom, (b) waive any and all rights the Golf Cart Users may now or hereafter have against the Indemnified Parties, and (c) agree to indemnify, defend and hold the Indemnified Parties harmless from and against, and to reimburse them for, all losses, liabilities, demands, claims, actions, causes of action, damages and suits, including, without limitation, indirect, special, or consequential loss or damage, and including, without limitation, all costs, expenses and reasonable attorneys’ and paralegals’ fees in any mediation, arbitration, litigation, and bankruptcy proceedings, and any appeals therefrom, in each of subpart (a), (b) and (c) herein, arising from personal injury, death, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to such Golf Cart User operating or being a passenger within such golf cart whether permitted by this Declaration or otherwise, even if due to the negligence of any one or more of the Indemnified Parties.

12.4.5.4 Future Suspension or Prohibition of Golf Cart Use by the Board. If the Board determines, in its sole discretion, that the operation of golf carts within DEL WEBB NOCATEE (i) creates unacceptable risks of accidents within DEL WEBB NOCATEE, (ii) affects the availability, cost or coverage of liability insurance for the Association or (iii) disrupts or interferes with the use and enjoyment of DEL WEBB NOCATEE by Owners, Lessees, Immediate Family Members and Guests and invitees, the Board may suspend or prohibit the use and operation of golf carts within DEL WEBB NOCATEE for such time period, including permanently or for an indefinite time period, as the Board may determine in its sole discretion. Each Owner, by acceptance of a deed to a Home, irrevocably waives any claim that such Owner or their Lessees, Immediate Family Members, Guests or invitees have any vested rights to operate a golf cart within DEL WEBB NOCATEE, whether pursuant to any case law or statute, this Declaration, any of the other Governing Documents or otherwise.

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 DEL WEBB NOCATEE, including without limitation, within any Home. 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 DEL WEBB NOCATEE; (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 DEL WEBB NOCATEE. No solicitors of a commercial nature shall be allowed within DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

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

12.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout DEL WEBB NOCATEE.

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 DEL WEBB NOCATEE shall be installed or placed within or upon any portion of DEL WEBB NOCATEE 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 ARC may require the removal of any lighting or decorations that create a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through DEL WEBB NOCATEE). 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. In addition, the Association may elect to not provide Duplex Maintenance to any Lot if the Association determines, in its sole discretion, that it cannot safely or efficiently provide such Duplex 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 DEL WEBB NOCATEE 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, located within Lots or part of the SWMS dedicated to 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 Association; however, the Association shall not have any responsibility for landscape maintenance within any Lot, except Duplex Maintenance to be conducted by the Association pursuant to Section 10.2 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, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the record title owner of such Lot containing all or a part of such drainage system and/or facilities. 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, regardless of whether such owner planted such tree. 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. 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 Duplex Lots shall have access gates for the Association to conduct Duplex Maintenance as provided in Section 10.2 above. 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. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a Private Drainage Easement (or other drainage easement area) or Access and Maintenance Easement is not expected to be approved by the ARC. However, in the event a fence is installed within such areas, with prior written ARC approval, the Owner is solely responsible for fence repair or replacement if such areas need to be accessed for maintenance, repair or other permitted purposes. In addition to ARC approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ARC and shall be in compliance with the Architectural Guidelines. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

12.15 Fireworks. No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Lot or Home, on or from the Common Areas within DEL WEBB NOCATEE.

12.16 Fuel Storage. No fuel storage shall be permitted within DEL WEBB NOCATEE, 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.

12.17 Gambling and Games of Chance. No gambling or games of chance, including without limitation bingo, casino games, raffles, 50/50 drawings, poker, mah-jongg or any other games of chance or skill involving or requiring entry fees, betting or other forms of gambling shall be conducted in Homes or in Common Areas within DEL WEBB NOCATEE except (i) in compliance with all State, local and Federal legal requirements, (ii) with the express written approval of the Board, which can be withheld, denied or conditioned in its sole discretion and (iii) in compliance with all Rules and Regulations regarding same adopted by the Board. The Board may adopt Rules and Regulations regarding the conduct of gambling and games of chance in DEL WEBB BEXLEY in order to limit the types and frequency of any such activities or prohibit any such activities that in the Board's judgment are not conducive to the overall goal of providing a variety of activities for the benefit of all Members, Lessees and their Guests. Notwithstanding the foregoing, the Declarant, Association, Board, any applicable committee of the Board tasked to deal with such matters, the Manager, the Community Amenity Manager and all Indemnified Parties shall have no duty to ascertain if any such activities are permitted under applicable law and no liability to any parties requesting Board approval for or participating in any such activities in the event any law enforcement or governmental agency or representatives determine such activities are not permitted under applicable law. Any party organizing, promoting or participating in any

such activities shall do so at their own risk and is not depending upon Declarant, the Association, the Board, any Board committee, the Manager, Community Amenity Manager or any of the Indemnified Parties to advise them with respect to the legality of same.

12.18 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, in its sole discretion, and subject to all Rules and Regulations promulgated with respect to same.

12.19 Garage and Yard Sales. Garage and yard sales are not permissible unless sponsored by the Association.

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

12.21 General Use Restrictions. Each Home, the Common Areas and any portion of DEL WEBB NOCATEE shall not be used in any manner contrary to the Governing Documents.

12.22 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.

12.23 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 a computerized loop system to irrigate the Common Areas and for the Duplex Lot Irrigation System. Any such computerized loop irrigation system that is not specifically the maintenance obligation of an

Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

12.24 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. The Association will 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 record title 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. Each record title Owner of each Lot bordering on the water body, by the acceptance of a deed to their Lot, hereby grants Association 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.

12.25 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 the 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.

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

12.27 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. 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 12.27. 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 in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole

expense, by legal means including eviction, his or her Lessee and all other occupants of their Home should the Lessee or occupants refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee 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 of 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 and Community Amenity, appurtenant to such Home. Lessees and their Immediate Family Members, Guests and invitees shall have access and use rights with respect to the Community Amenity as provided in Section 26.7.3 below and shall have access and use rights to all other Recreational Facilities as provided in and subject to the Governing Documents.

12.28 Minor's Use of Commonly Shared Facilities. Parents and legal guardians shall be responsible for all actions of their Minor children at all times in and about DEL WEBB NOCATEE. 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 rules and regulations governing Minors' use of the Recreational Facilities.

12.29 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 DEL WEBB NOCATEE is permitted. No person shall interfere with the Declarant, Association, Association's Directors, Officers or committee members, the Manager, the Community Amenity 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 Governing Documents, and any applicable contracts, statutes, ordinances and regulations. No firearms shall be discharged within DEL WEBB NOCATEE 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 DEL WEBB NOCATEE, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.30 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.

12.31 Paint. The exterior of Homes shall be re-painted within forty-five (45) days of notice by the ARC to the Owner of applicable Lot.

12.32 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 DEL WEBB NOCATEE, which is unsightly or which interferes with the comfort and convenience of others.

12.33 Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, no Owner shall remove soil from any portion of DEL WEBB NOCATEE, change the elevation, level or slope of the land within DEL WEBB NOCATEE, or plant landscaping which results in any permanent change in the flow and drainage of surface water within DEL WEBB NOCATEE. Owners may place additional plants, shrubs, or trees within any portion of DEL WEBB NOCATEE within their respective Lots with the prior written approval of the ARC.

12.34 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 ARC 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.

12.35 Swimming Pools, Hot Tubs, Spas and Screen Enclosures. No above-ground pools shall be permitted on any Lot. Above-ground hot tubs and spas may be permitted within a fenced rear yard or screened enclosure with ARC approval. All in-ground pools, hot tubs, spas and appurtenances installed on any Lot within DEL WEBB NOCATEE shall require the prior written approval of the ARC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ARC; (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; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ARC. Owners installing a pool, hot tub or spa shall be responsible for the costs of any required modifications to the portion of the irrigation system servicing their Lot as a result of same, and the costs of modifying any Duplex 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). No diving boards, slides, or platforms shall be permitted. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the Common Areas, the community streets, or into any water bodies within DEL WEBB NOCATEE 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 St. Johns County 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.

12.36 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. 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 DEL WEBB NOCATEE. 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.

12.37 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 DEL WEBB NOCATEE, 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 County 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.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns, the right, privilege and easement to construct, place and maintain upon any property within DEL WEBB NOCATEE 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.

12.38 Soliciting. No soliciting, for profit or non-profit means, will be allowed at any time within DEL WEBB NOCATEE, which shall include without limitation, distribution of marketing materials, religious materials, solicitations for services or newsletters without approval by the Board.

12.39 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 DEL WEBB NOCATEE. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing recreational playground or sports equipment or facilities may be adopted by the Association from time to time.

12.40 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 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.

12.41 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to DEL WEBB NOCATEE, without the prior written approval of (a) Declarant prior to the Community Completion Date, which may be granted or denied in its sole discretion, and (b) the Association.

12.42 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of DEL WEBB NOCATEE 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.

12.43 Swimming, Wading, Fishing, Boating and Docks. Swimming, wading and fishing is prohibited within any of the water bodies within or adjacent to the boundaries of DEL WEBB NOCATEE. 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 DEL WEBB NOCATEE shall be installed.

12.44 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, including the Community Amenity.

12.45 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.

12.46 Wells and Septic Tanks. Neither potable water wells nor irrigation wells using groundwater or drawing water from any lakes, Retention Areas or other water bodies will be allowed within DEL WEBB NOCATEE unless approved in writing by the ARC and in compliance with all applicable laws and regulations. No individual septic tanks will be permitted on any Lot.

12.47 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement. Such areas are to be maintained by the Association in their natural state. It shall be the Association's responsibility to complete all wetland mitigation, maintenance and monitoring in accordance with all conditions and requirements of the Permit with respect to same.

12.48 Wild Animal and Bird Feeding. Feeding of wild animals and birds is prohibited with DEL WEBB NOCATEE.

12.49 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 without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

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

12.51 Yard Ornamentation. All types of yard ornamentation, including but not limited to yard gnomes and pink flamingos, must be installed in an enclosed rear yard and must not be visible from the roadways of DEL WEBB NOCATEE.

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 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.

14.1.7 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 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 DEL WEBB NOCATEE.

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 in 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 Damage or Destruction to Common Areas. Damage to or destruction of all or any portion of the Common Areas shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

14.4.1 In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

14.4.2 If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners in equal shares in accordance with the provisions of Section 17.2 of this Declaration.

14.4.3 If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Areas, the Board shall determine whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Special Assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Areas in substantially the same manner as they existed prior to being damaged, or (3) to not rebuild such Common Areas and to retain and apply the available insurance proceeds for other purposes, including, without limitation, upgrading or constructing other Common Areas.

14.4.4 Each Owner shall be liable to the Association for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of such Owner or their Lessee's or Immediate Family Members or any of their Guests and invitees. Notwithstanding the foregoing, the Association reserves the right to charge such Owner an Individual Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such persons. In the case of joint ownership of a Lot or Home, the liability of such Owner shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Owner and may be collected as provided herein for the collection of Assessments.

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.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, Lessee, Immediate Family Member, Guest and invitee, and every Owner of an interest in DEL WEBB NOCATEE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

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

15.1.3 The right of the Association to suspend rights hereunder, including 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 DEL WEBB NOCATEE as reserved in this Declaration, including the right to utilize the same and to grant use rights to others.

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 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 an easement for itself or its nominees over, upon, across, and under DEL WEBB NOCATEE as may be required in connection with the development of DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE from Declarant's sales facilities located within DEL WEBB NOCATEE. 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. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within DEL WEBB NOCATEE.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas 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 DEL WEBB NOCATEE (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.

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

15.9 Drainage. A non-exclusive easement shall exist in favor of Declarant, Association, SJRWMD, the County and/or any federal agency having jurisdiction over DEL WEBB NOCATEE over, across and upon DEL WEBB NOCATEE, including all 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, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, (ii) landscaping of the Surface Water Management System, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the ARC. 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, 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 DEL WEBB NOCATEE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through DEL WEBB NOCATEE and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Blanket Easement in favor of the Association. Association is hereby granted an easement over all of DEL WEBB NOCATEE, 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, including Duplex Maintenance; (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.

15.11 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 DEL WEBB NOCATEE 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 Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and (b)(2)(c) and the regulations promulgated thereunder (collectively, as may be amended, the "Act") 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, the regulations adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section. DEL WEBB NOCATEE will continue to qualify and be operated as housing for persons fifty-five (55) years of age and older pursuant to the Act and persons under the age of nineteen (19) years shall be prohibited from Occupying Homes in DEL WEBB NOCATEE 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 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 DEL WEBB NOCATEE 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 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. 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 (i) requirements that a minimum percentage of Homes be Occupied by at least one Age-Qualified Occupant as required under the Act or any other such State and Federal laws and (ii) the prohibition on Occupancy of any Home by any person under the age of nineteen (19) as provided in Section 16.1.2 above.

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. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section and the Act, 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.

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. 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 Board as Third Party Beneficiary. The School Board of St. Johns County, Florida (the "School Board") shall be a third party beneficiary of the terms, covenants and conditions of this Section 16, including, without limitation, Section 16.1.2 hereinabove. The School Board shall have the right, but not the obligation, to enforce (or compel the Association to enforce) the terms, covenants and conditions of this Section 16, including, without limitation Section 16.1.2 hereof.

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 Governing Documents, Title Documents or other agreements or covenants affecting DEL WEBB NOCATEE 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.

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 DEL WEBB NOCATEE and performing the Association’s obligations under the Front Entrance Easement Agreement and Sonoc Deed Restrictions, and in particular, without limitation, for the improvement, operation, repair and maintenance of the Common Areas, including without limitation the Surface Water Management System and Conservation Easement Property as well as any mitigation or preservation areas, including but not limited to work within Retention Areas, drainage structures and drainage easements and providing for Duplex Maintenance through Duplex Assessments. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

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

17.2.2 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.

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 and CDD Facilities maintained by the Association, (the “Reserves”), including without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. In addition, the Board shall establish separate Reserves for periodic Duplex Maintenance which shall be funded

by the Duplex Assessments on 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;

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 ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.2.7 Neighborhood Assessment. In the event that the Declarant determines to provide Common Area improvements or services which serve some Owners to the exclusion of others and therefore designates a Neighborhood, those benefiting from such additional Common Area improvements or services shall be assessed the cost thereof by the Association. The Board shall prepare a budget for such costs and shall designate the Lots which shall be subject to payment of the Neighborhood Assessment therefore.

17.2.8 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.

17.3 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 DEL WEBB NOCATEE 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, (i) any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot"), (ii) any Lot that has a Home constructed thereon but is owned by the Declarant (a "Spec Lot") and (iii) any Lot with a Home used by Declarant in its Vacation Getaway program (a "VG Lot") pursuant to Section 21.22 below 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, Spec Lot Assessment and VG Lot Assessment shall be additional income to the Association and Vacant Lots, Spec Lots and VG 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. 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 and Reserves allocated equally to each Owner of a Duplex Lot. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots, Spec Lots and VG Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that such Vacant Lots, Spec Lots and VG 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, Spec Lot or VG 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 on or prior to September 30th of 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, Spec Lots and VG 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 on 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 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, Spec Lots and VG 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 a monthly basis.

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

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

17.11 Initial Capital Contribution. The first purchaser of a Lot from the Declarant shall pay to the Association an Initial Capital Contribution in the amount TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) (the "Initial Capital Contribution") at the time of closing of the conveyance. The funds derived from the Initial Capital Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

17.12 Resale Contribution. After the Home has been conveyed by Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) (the "Resale Contribution"). The Board, in its discretion, may increase the amount of the Resale Contribution from time to time commencing on the date that is five (5) years after the date of recordation of this Declaration, provided, however, that the amount of such Resale Contribution may not increase at an aggregate rate in excess of two percent (2%) per year

for the period commencing on the date of recordation of this Declaration through the effective date of such increase unless such additional increase is approved pursuant to an amendment to this Declaration pursuant to Section 4.4 hereof. 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.

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 a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender 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 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 Installment Assessments so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such Installment 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 Installment 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.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month or 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.

17.19 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, shall either (i) pay Assessments 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 DEL WEBB NOCATEE subject to this Declaration from the Assessments, provided that such part of DEL WEBB NOCATEE exempted is used (and as long as it is used) for any of the following purposes:

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

17.19.2 Any of DEL WEBB NOCATEE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

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

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

17.22 Mortgagee Right. Each Lender may request in writing 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.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. 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.

18. Information to Lenders and Owners.

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

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

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

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent 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 DEL WEBB NOCATEE. 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 DEL WEBB NOCATEE. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and improvements within DEL WEBB NOCATEE by Owners. Such rights shall be in addition to the architectural control rights granted to Sonoc pursuant to the Sonoc Deed Restrictions. 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 consistency with the Sonoc Deed Restrictions (including obtaining all approvals required thereunder if any) and 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 DEL WEBB NOCATEE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW DEL WEBB NOCATEE 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 in DEL WEBB NOCATEE shall be consistent with the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC and the applicable requirements of the Sonoc Deed Restrictions. The Architectural Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise: and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously constructed. 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 or which are not consistent with or have not been approved in accordance with the Sonoc Deed Restrictions, if applicable. 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, the effect thereof on adjacent or neighboring property and the impact of same on the cost of Duplex Maintenance. 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in DEL WEBB NOCATEE and no construction materials shall be stored in DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE.

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 DEL WEBB NOCATEE. 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 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.

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 in this Declaration or otherwise breach the provisions of this Declaration including, without limitation, any provision herein or therein benefiting SJRWMD;

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; or

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

20.1.5 Impede Declarant from proceeding with or completing the development of DEL WEBB NOCATEE, as the case may be;

Then Declarant and/or 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 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. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of 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 this Declaration including, without limitation, those provisions benefiting SJRWMD and the Rules and Regulations and 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, tenant, 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, tenant, Guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Compliance Committee. The Owner, tenant, 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. 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 DEL WEBB NOCATEE and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of DEL WEBB NOCATEE. 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 DEL WEBB NOCATEE, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales office and signs and

all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE and/or on the Common Areas without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market DEL WEBB NOCATEE in advertisements and other media by making reference to DEL WEBB NOCATEE, including, but not limited to, pictures or drawings of DEL WEBB NOCATEE, Common Areas, Parcels and Homes constructed in DEL WEBB NOCATEE. All logos, trademarks, and designs used in connection with DEL WEBB NOCATEE 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 DEL WEBB NOCATEE.

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 DEL WEBB NOCATEE 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 and the Architectural Guidelines 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE or adjacent to or near DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 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 DEL WEBB NOCATEE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.12.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF DEL WEBB NOCATEE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF DEL WEBB NOCATEE 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 COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

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

21.12.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF DEL WEBB NOCATEE (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 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 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 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 ST. JOHNS COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ST. JOHNS COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ST. JOHNS 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 DEL WEBB NOCATEE 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 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, 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 DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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.

21.19 Use Name of DEL WEBB NOCATEE and Del Webb Marks. No person or entity shall use the name "DEL WEBB NOCATEE," 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 DEL WEBB NOCATEE name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name DEL WEBB NOCATEE in printed or promotional matter where such term is used solely to specify that particular property is located within DEL WEBB NOCATEE. Del Webb Corporation is an affiliate of Declarant. Any use by the Association of names, marks, or symbols of Del Webb Corporation or any of its affiliates (collectively "Del Webb Marks") shall inure to the benefit of Del Webb Corporation and shall be subject to Del Webb Corporation's periodic review for quality control. The Association shall enter into license agreements with Del Webb Corporation, terminable with or without cause and in a form specified by Del Webb Corporation in its sole discretion, with respect to permissive use of certain Del Webb Marks. The Association shall not use any Del Webb Mark without Del Webb Corporation's prior written consent.

21.20 Density Transfers. If any party shall develop any portion of DEL WEBB NOCATEE so that the number of Lots contained in such portion of DEL WEBB NOCATEE 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.

21.21 Equal Treatment. So long as Declarant owns any property described in Exhibit "1", neither the Association nor any other entity shall, without the prior written consent of Declarant, adopt any policy, rule, or procedure that:

21.21.1 limits the access of Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Common Areas of the Association or to any property owned by any of them;

21.21.2 limits or prevents Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing, or using the Association or its Common Areas or any property owned by any of them in promotional materials;

21.21.3 limits or prevents purchasers of new Homes constructed by Declarant, its successors, assigns and/or affiliates in DEL WEBB NOCATEE (including purchasers qualifying under Section 16.2) from becoming Members of the Association or enjoying full use of its Common Areas subject to the membership provisions of this Declaration and the Bylaws;

21.21.4 impacts the ability of Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for DEL WEBB NOCATEE, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time. Policies, rules, or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete DEL WEBB NOCATEE shall be expressly included in this provision. Easements that may be established by Declarant shall include but shall not be limited to easements for development, construction and landscaping activities, access, drainage and utilities; or

21.21.5 impacts the ability of Declarant, its successors, assigns and/or affiliates to develop and conduct customer service programs and activities with respect to DEL WEBB NOCATEE in a customary and reasonable manner.

The Association shall not exercise its authority over the Common Areas (including, but not limited to, any gated entrances and other means of access to DEL WEBB NOCATEE) in a manner that interferes with the rights of Declarant set forth in this Declaration or to impede access to any portion of DEL WEBB NOCATEE over the streets and other Common Areas within DEL WEBB NOCATEE. The Association shall not condone, encourage its members or participate in public assembly for the purpose of interfering with Declarant's business within DEL WEBB NOCATEE or engage in any activity that presents a public health or safety risk.

21.22 Vacation Getaways. Declarant may, in its discretion, construct residential improvements and contract with third party providers for temporary occupancy in or adjacent to DEL WEBB NOCATEE and designate such improvements as within Declarant's vacation program (the "Vacation Getaways"). Such Vacation Getaway units located outside of DEL WEBB NOCATEE shall not be Lots, and their owners shall not be Members of the Association. Vacation Getaway units shall have access to the Common Area and Recreational Facilities, including the Community Amenity, in consideration of the payment of reasonable use fees as provided by an

arrangement negotiated between Declarant and Association prior to the commencement of such program.

Owners of Vacation Getaway Homes located within DEL WEBB NOCATEE shall be Members of the Association. Declarant may transfer or lease Vacation Getaway Homes and make Vacation Getaway Homes available for use by Declarant's guests. Occupants of the Vacation Getaway Homes and units, whether located within or outside of DEL WEBB NOCATEE, shall have a non-exclusive easement for use, access and enjoyment in and to the Common Area, including but not limited to any Recreational Facilities and the Community Amenity. The Board shall assign Membership and Activity Cards or use privilege cards to Declarant on behalf of all Owners and guests of Vacation Getaway Homes located in DEL WEBB NOCATEE or Vacation Getaway units located outside DEL WEBB NOCATEE for the purpose of exercising such easement. Vacation Getaway Homes shall remain Vacation Getaway Homes until Declarant otherwise provides in written notice to the Owner of such Vacation Getaway Home and to the Association.

Notwithstanding any provision of this Declaration to the contrary, Vacation Getaway Homes within DEL WEBB NOCATEE may not be leased or occupied in violation of the restrictions of Section 16.1.3 of this Declaration prohibiting Occupancy of a Home within DEL WEBB NOCATEE by persons under the age of nineteen (19) years.

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 the Property including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing

district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of DEL WEBB NOCATEE, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to DEL WEBB NOCATEE 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 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 8 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

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

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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE, 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 County (collectively, the "Title Documents"). Declarant's plan of development for DEL WEBB NOCATEE 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. 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 DEL WEBB NOCATEE. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

24.10 Notices and Disclaimers as to Telecommunications Systems. Declarant, the Association, or their successors, assigns or franchisees and any applicable DECLARANT

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, tenants, Guests, invitees, licensees, and family members 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.

25. Surface Water Management System.

25.1 Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the SWMS, ditches, canals, lakes, and Retention Areas in DEL WEBB NOCATEE. 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 SJRWMD. The Association 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 SJRWMD. 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 DEL WEBB NOCATEE, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. All private drainage easements 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.

25.1.1 No construction activities may be conducted relative to any portion of the SWMS. 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 DEL WEBB NOCATEE a wetland mitigation area or a detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SJRWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD.

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

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any 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, swimming, or wading in such areas allowed.

25.1.4 All SWMS and conservation areas, excluding those areas (if any) maintained by the County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper 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 SJRWMD, the County, the Association and the Declarant.

25.1.6 SJRWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

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 SJRWMD and the County.

25.1.8 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat of DEL WEBB NOCATEE, unless prior approval is received from the SJRWMD.

25.1.9 Each Owner within DEL WEBB NOCATEE 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 SJRWMD.

25.1.10 Owners shall not remove native vegetation (including cattails) that becomes established within the detention ponds, lakes, Conservation Easement Property, Perimeter Buffer Easement or Private Drainage Easements 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 detention ponds to SJRWMD.

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

25.2 Proviso. Any proposed amendment to the Declaration 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 be submitted to SJRWMD for approval and for a determination of whether the amendment necessitates a modification of the Permit. Any amendment affecting the SWMS will not be finalized until any necessary modification of the Permit is approved by SJRWMD or the Association is advised that a modification is not necessary.

25.3 Provision for Budget Expense. In the event DEL WEBB NOCATEE has on site wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the

Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SJRWMD determines that the area(s) is successful in accordance with the Permit.

25.4 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the SWMS or drainage system within the DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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) DEL WEBB NOCATEE is located in the vicinity of agricultural properties; (b) Lots within DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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. DEL WEBB NOCATEE 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 DEL WEBB NOCATEE, 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 the Property. Conduct that may attract wild creatures onto DEL WEBB NOCATEE, 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 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 DEL WEBB NOCATEE. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate Association 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 the Project.

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 DEL WEBB NOCATEE which are intended to foster or promote safety or security. In no event shall the Association, the Declarant or Indemnified Parties in any way be considered insurers or guarantors of security within DEL WEBB NOCATEE, 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 gatehouse, electronically or remotely operated entrance and exit gates, fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about DEL WEBB NOCATEE 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. Each Owner therefore 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 DEL WEBB NOCATEE assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each Owner specifically acknowledges, understands and agrees that entrance and exit gate(s) and any manned or remotely operated gatehouse in DEL WEBB NOCATEE are only provided as traffic or pedestrian control devices and are not provided as a measure of safety or security.

26.5 Traffic Enforcement. At the Association's option, the Association may enter into an agreement to provide for enforcement of traffic laws within DEL WEBB NOCATEE by the sheriff and all costs of such enforcement incurred by the sheriff shall be paid by the Association as an Operating Expense.

26.6 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 DEL WEBB NOCATEE in order to limit access to DEL WEBB NOCATEE or the Community Amenity and to provide more privacy for the Owners and Lessees. 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 DEL WEBB NOCATEE 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 DEL WEBB NOCATEE 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, operation, delays in operation, staffing or failure or delay in staffing of any such gatehouses, entrance and exit gates, entrance and exit systems and doors.

If any such gatehouses, entrance and exit gates, entrance and exit systems and doors are constructed within DEL WEBB NOCATEE, the Declarant makes no representations or warranties (i) that staffing of same will be provided, (ii) if staffing is provided, that it will be provided during any particular hours or be continued in the future, (iii) regarding training of staff, (iv) 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 or effectiveness of any gatehouses or gatehouse staff or entrance and exit gates and systems or doors.

26.7 Recreational Facilities and Services Open to the Public. Declarant, prior to Turnover, and thereafter the Association, has the right to make the Recreational Facilities available to Persons other than Owners or Lessees by issuing passes or Membership and Activity Cards or another card allowing such Persons to access and use the Community Amenity (each a "**Declarant Guest Activity Card**") to such Persons. The Declarant, and thereafter the Association, shall establish qualification requirements, fees and dues for any Person using the Recreational Facilities and Community Amenity who is not an Owner or Lessee. Any such Person entitled to use the Recreational Facilities is granted a non-exclusive license to use the Recreational Facilities subject to full compliance with all obligations imposed by the Governing Documents, including without limitation all Rules and Regulations. The granting of such rights shall not reduce or abate any Owner's obligation to pay Assessments authorized pursuant to the terms of the Governing Documents, or give any Owner the right to avoid any of the provisions of the Governing Documents.

26.8 Membership and Activity Cards. At the discretion of the Board, Membership and Activity Cards may be issued to allow Members access to the Recreational Facilities.

26.8.1 Issuance by the Board. One (1) Membership and Activity Card shall be allocated to each Qualified Occupant of a Home. The Board shall determine entitlement to Membership and Activity Cards on an annual basis. Membership and Activity Cards shall be renewed annually, provided the Home continues to be Occupied by a Qualified Occupant and all applicable Assessments and other charges pertaining to the Lot and Home have been paid. The Board may establish policies, limits and charges with regard to the issuance of additional, renewal or replacement Membership and Activity Cards and Guest Activity Cards.

26.8.2 Membership and Activity Card Use. Membership and Activity Card holders shall present their Membership and Activity Cards upon entering the Community Amenity, shall keep their Membership and Activity Cards with them at all times when within the Community Amenity and shall present same at any time upon request of the Community Amenity staff. Membership and Activity Cards (and, if approved by the Board, Guest Activity Cards) may be used to pay Community Amenity charges, including,

but not limited to, (i) reservation and use fees for Community Amenity facilities and group activities or individual instruction or services, (ii) purchase or rental of equipment or other merchandise and goods and (iii) food and beverage at any restaurant, bar, club or similar facility. All charges on the Membership and Activity Card and Guest Activity Card shall be an Individual Assessment against the Owner's Lot.

26.8.3 Assignment of Rights. The right to a Membership and Activity Card is based upon Owner Occupancy of the Home. Any Owner who leases or otherwise transfers Occupancy of his or her Home shall be deemed to have suspended his or her rights to a Membership and Activity Card during the time of such lease or occupancy. The Lessee or Occupant of the Home shall be entitled to Membership and Activity Cards only if the Home continues to be Occupied by a Qualified Occupant and in no event shall a Membership and Activity Card be assigned to anyone under nineteen (19) years of age. In such event, the Lessee and their Immediate Family Members and Guests shall have the same use rights and be subject to the same limitations and Rules and Regulations on use of the Community Amenity as apply with respect to any Home that is occupied by the Owner of same. Owners who lease their Homes acknowledge that charges on the Membership and Activity Cards and Guest Activity Cards issued with respect to their Lessees shall be an Individual Assessments on such Owner's Home and shall be responsible for coordinating reimbursement or appropriate deposits from their Lessees with respect to same. Any Owner who leases or otherwise transfers Occupancy of his or her Home shall provide the Association with immediate written notice thereof and shall surrender to the Association his or her previously issued Membership and Activity Cards. Membership and Activity Cards shall be surrendered by any holder who ceases to occupy a Home, or at any time upon written notification from the Association that the holder no longer is entitled to hold a Membership and Activity Card.

26.8.4 Vacation Getaways. Each Vacation Getaway, as described in Section 21.22, shall be allocated one Declarant Guest Activity Card per Guest per stay in that Vacation Getaway (up to a total of four (4) Declarant Guest Activity Cards) for use by the temporary Occupants of the Vacation Getaway. Additional Declarant Guest Activity Cards shall be issued to Declarant upon request with payment of the then current charge, if any, for additional Guest Activity Cards.

26.8.5 Issuance to Declarant. As long as Declarant owns any portion of DEL WEBB NOCATEE or has the right to annex property pursuant to Section 5.1 hereof, the Association shall provide Declarant, free of charge, with as many Declarant Guest Activity Cards as Declarant, in its sole discretion, deems necessary for the purpose of marketing DEL WEBB NOCATEE. Declarant may transfer the Declarant Guest Activity Cards to prospective purchasers of Lots or Homes subject to such terms and conditions as it, in its sole discretion, may determine. Declarant Guest Activity Cards provided to Declarant shall entitle the bearer to use all Common Areas and Recreational Facilities, including the Community Amenity (subject to the availability and payment of admission fees or other use fees charged to Guests of Owners or Lessees holding Guest Activity Cards).

26.9 Collection and Allocation of Prepaid Club Fees. In order to maintain a wide variety of amenities, facilities and activities in the Club Amenity and DEL WEBB NOCATEE available

for Owners, Lessees, Immediate Family Members, Guests and invitees, the Community Amenity Manager shall adopt and each Owner shall pay to the Association, annually, prepaid fees for use of or participation in certain fee based activities within the Club Amenity (the "**Prepaid Club Fees**"). The annual Prepaid Club Fees shall be established by the Community Amenity Manager, and neither Declarant nor the Association nor the Board has control over the amount of such Prepaid Club Fees or the allocation of same as provided below. Prepaid Club Fees shall be in addition to any Assessments and Reserves payable to the Association pursuant to Section 17. In the event the Community Amenity Manager directs the Association to collect Prepaid Club Fees from Owners, such amounts shall be included as a notation in the Association's budget, but in no event shall Prepaid Club Fees be considered Operating Expenses of the Association. At the option of the Board, all sums paid by Owners to the Association may be allocated first to Prepaid Club Fees and second to Assessments, Reserves and other sums owed by the Owner to the Association. In the event an Owner fails to pay Prepaid Club Fees, the Association shall have all rights and remedies as set forth in Section 17 for an Owner's failure to pay Assessments, including the right to file and foreclose a lien on such Owner's Home. The Prepaid Club Fees shall be allocated by the Community Amenity Manager, in their sole discretion as prepaid balances for such Owner's (or Lessee's as applicable) and their permitted Guests' use for food and beverage or participation in various fee based activities at the Club Amenity, including, without limitation the spa or any fee based events or classes. The Community Amenity Manager shall, in their sole discretion, determine the amount of the Prepaid Club Fees and the allocation of same among food and beverage, the spa and other fee based activities or classes for each year. All prepaid Club Fees must be used in the year and in the fee categories allocated for same by the Community Amenity Manager. Once allocated, Prepaid Club Fees may not be shifted to other prepaid fee categories. If not spent in the current year, Prepaid Club Fees shall not carry over into a subsequent year. Unspent Prepaid Club Fees shall be retained by the Association and applied to the costs of maintaining and operating the Club Amenity in the discretion of the Community Amenity Manager.

27. Conservation Easements.

27.1 Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the SJRWMD, ACOE and/or the County (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 SJRWMD are set forth on the Plat, or may be set forth on plats or in separately recorded instruments affecting land in or around DEL WEBB NOCATEE. 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 the Common Area or any lands within DEL WEBB NOCATEE 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.**"

27.2 Purpose. The purpose of a Conservation Easement is to assure that, allowing for activities described in Section 27.5 below, 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 and ACOE Permit (or any modifications thereto) or any Management Plan attached to the Permit (the "**Management Plan**"). Portions of the Conservation Easement Property may be used by the public for passive recreation purposes consistent with the conditions of the Permit, ACOE Permit and Management Plan.

27.3 Prohibited Acts and Uses. Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as otherwise provided in Section 27.2 above and Section 27.5 below:

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 or destroying trees, shrubs, or other vegetation.

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 condition;

27.3.6 activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

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;

27.3.9 Construction of playgrounds, ball fields, sport courts, swimming pools, or athletic facilities.

27.3.10 Possession of weapons, except for possession by Administrative Personnel or law enforcement officers and possession of hunting weapons necessary to control wildlife disease and overpopulation.

27.3.11 Possession of alcohol on the Conservation Easement Property.

27.3.12 Launching of motorized vessels from the Conservation Easement Property, except by Administrative Personnel, law enforcement officers or fire/rescue personnel, and except vessels with electric trolling motors only.

27.3.13 Riding of horses on the Conservation Easement Property, except: (i) as permitted on designated equestrian trails; or (ii) by Administrative Personnel, law enforcement officers or fire/rescue personnel.

27.3.14 Use of all-terrain vehicles, off-road vehicles, or other motorized vehicles not licensed for Florida highway use, except for such vehicles used by Administrative Personnel, law enforcement officers, fire/rescue personnel, mobility-impaired persons, or used for authorized silvicultural activities or other construction and management of the Property that is allowed in the Permit and/or ACOE Permit.

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 and ACOE Permit, as applicable (or any modifications thereto), and the Management Plan, and the purposes of the Conservation Easement. In addition, the following activities and uses shall specifically be allowed:

27.4.1 Such Owner may conduct mitigation activities on the Conservation Easement Property so long as such activities are conducted in accordance with a SJRWMD permit (already issued or issued in the future) that expressly authorizes such activities.

27.4.2 Such Owner may conduct activities on the Conservation Easement Property that are expressly authorized by a SJRWMD permit issued in the future, so long as such SJRWMD permit specifically addresses the effect of such activities on the ecological value of the Conservation Easement Property and provides for any required mitigation. The fact that a Conservation Easement would allow such activities does not imply that such activities would meet applicable regulatory criteria for obtaining a permit. For the purpose of this subsection, "ecological value" shall be the greater of the ecological value accorded at the time the Permit was issued or at the time the applicable SJRWMD permit in the future is issued.

27.4.3 Such Owner may remove or treat vegetation that is listed on the most current List of Invasive Plant Species produced by the Florida Exotic Pest Plant Council (or its successor organization). The removal or treatment may be mechanical or chemical so long as the activity is conducted in accordance with state and federal regulations and the pesticide label.

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:

27.5.1 To enter upon and inspect the Conservation Easement Property in a reasonable manner and at reasonable times to determine if such Owner is complying with the covenants and prohibitions contained in the Conservation Easement.

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 require the restoration of areas or features of the Conservation Easement Property that may be damaged by any activity 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 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 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. The ACOE shall be notified in writing of any assignment of any Conservation Easement to which the ACOE is an Easement Grantee to a new Easement Grantee or of any amendment to such 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 approved in the Permit or ACOE Permit, as applicable, (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 and activities described in the Permit or ACOE Permit, as applicable, (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 SJRWMD, ACOE, federal, state or local government permit authorizations or state-owned lands approved for construction of the structures.

27.9 Acts beyond Declarant's or Association's Control. Nothing contained in any Conservation Easement shall be construed to entitle the Easement Grantee to bring any action

against Declarant or the Association for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Declarant's or the Association's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant 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 the Public Records 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 Area 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 alteration or encroachment into Conservation Easement Property shall occur unless approved by the County, SJRWMD, ACOE (if applicable) or any other appropriate state or federal agencies with jurisdiction over same. 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 County, the SJRWMD and ACOE (if applicable).

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 the 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 or ACOE Permit (as applicable) unless and until such permits are transferred to the Association or CDD, as applicable.

27.14 Rights of the ACOE. With respect to any Conservation Easement in which the ACOE is named as a third-party beneficiary, the ACOE shall be considered as an Easement Grantee with respect to such Conservation Easement for all purposes under this Section 27 and shall have the right to enforce the terms and conditions of the Conservation Easement, including:

27.14.1 the right to take action to preserve and protect the environmental value of the Conservation Easement Property;

27.14.2 the right to prevent any activity on or use of the Conservation Easement Property that is inconsistent with the purpose of the Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Property that may be damaged by any inconsistent activity or use;

27.14.3 the right to enter upon and inspect the Conservation Easement Property in a reasonable manner and at reasonable times to determine if the Owners of the Conservation Easement Property are complying with the covenants and prohibitions contained in the Conservation Easement; and

27.14.4 the right to enforce the Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require the Owner of the Conservation Easement Property to restore such areas or features of the Conservation Easement Property that may be damaged by any inconsistent activity or use or unauthorized activities.

The Owner of the Conservation Easement Property shall provide the ACOE at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke such Conservation Easement.

28. Community Development District. DEL WEBB NOCATEE is or will be within the jurisdiction of the CDD and subject to CDD Assessments. Portions of DEL WEBB NOCATEE, may be owned by the CDD, including, but not limited to, open space areas, drainage systems, the SWMS, the Conservation Easement Property, utilities and/or wetland conservation areas and recreational facilities. In the event that any portions of DEL WEBB NOCATEE are owned by the CDD, such facilities will be part of the infrastructure facilities owned by the CDD (the "**CDD Facilities**"), but may constitute Common Areas under this Declaration if the Association undertakes to maintain same. 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, FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREA OWNED OR CONTROLLED BY THE ASSOCIATION AND ACKNOWLEDGES ANY OPERATING OR MAINTENANCE OF SUCH CDD FACILITIES CONDUCTED BY THE ASSOCIATION WILL BE CONDUCTED PURSUANT TO AN AGREEMENT BETWEEN THE ASSOCIATION AND THE CDD ON SUCH TERMS AS ARE ACCEPTABLE TO THE CDD IN ITS DISCRETION.

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 WESBRIDGE 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 SWMS, the Conservation Easement Property, utility lines, land acquisition, Perimeter Walls/Fences, miscellaneous utilities for DEL WEBB NOCATEE and other infrastructure projects and services necessitated by the development of, and serving lands within, DEL WEBB NOCATEE (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 assessments to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services (the “CDD O&M Assessments”) to the extent such operations, maintenance and repair are not undertaken by the Association.

28.2 CDD Assessments. The CDD Assessments, including the CDD Debt Service Assessments and CDD O&M Assessments, if any, 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 Duval 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, including any recreational facilities owned or operated by the CDD, 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 Additional Disclosure. THE 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. Sonoc Easement Agreement, Deed Restrictions and Approval Rights. Declarant purchased the Phase 1 Property from Sonoc Company, LLC, a Delaware limited liability company ("**Sonoc**") pursuant to that certain Agreement for Sale and Purchase between Declarant and Sonoc dated January 15, 2016, as amended (the "**Sonoc Purchase Agreement**") and contemplates purchasing property to be developed as additional phases of DEL WEBB NOCATEE from Sonoc pursuant to the Sonoc Purchase Agreement. In connection with the purchase of the Phase 1 Property and pursuant to the Sonoc Purchase Agreement, Declarant and Sonoc have entered into and subjected the DEL WEBB NOCATEE to the following agreements, covenants, restrictions and easements:

29.1 Front Entrance Easement Agreement. Declarant, Sonoc and the CDD have entered into that certain Easement Agreement recorded January 8, 2019 in Official Records Book 4665, Page 192 of the Public Records (the "**Front Entrance Easement Agreement**") setting forth certain easements and other covenants and agreements between Declarant, Sonoc and the CDD relating to the installation, use and maintenance of certain parcels and improvements located at the front entrance to DEL WEBB NOCATEE at the intersection of Crosswater Parkway and Grand Wood Drive as depicted in the Phase 1 Plat (the "**Front Entrance**"), including the following:

29.1.1 Grant of Front Entrance Landscape Easement. Sonoc as the owner of "Landscape Parcel 1" and "Landscape Parcel 2", all as more particularly depicted and described in the Front Entrance Easement Agreement and as hereinafter referred to individually as "**Landscape Parcel 1**" and "**Landscape Parcel 2**" and together as the "**Front Entrance Landscape Easement Parcels**", granted Declarant and Declarant's successors, assigns, agents, contractors and designees a non-exclusive easement (the "**Front Entrance Landscape Easement**") over, under, through and across the Front Entrance Landscape Easement Parcels to install, maintain, repair and replace landscaping (including, without limitation, trees, shrubs, plantings, mulch, bark, or sod), irrigation and lighting improvements (together the "**Front Entrance Landscape Improvements**") within the Front Entrance Landscape Easement Parcels. All Front Entrance Landscape Improvements installed within the Front Entrance Landscape Easement Parcels (including modifications and replacements thereof) must be installed in accordance with plans and specifications approved by Sonoc and the other requirements as set forth in Paragraph 3 of the Front Entrance Easement Agreement.

29.1.2 Termination of Front Entrance Landscape Easement with respect to Landscape Parcel 2. Paragraph 2(a) of the Front Entrance Easement Agreement provides that Sonoc shall have the unilateral right to terminate the Front Entrance Landscape Easement as to Landscape Parcel 2 (or any portion thereof) in connection with the extension of Crosswater Parkway to the South, which shall run through Landscape Parcel 2, all as more particularly provided in said Paragraph 2(a).

29.1.3 Maintenance of Front Entrance Landscape Improvements and Pond Parcels. Paragraph 4(a) of the Front Entrance Easement Agreement provides that Declarant, at Declarant's sole cost and expense, shall (i) maintain, repair and replace all Front Entrance Landscape Improvements installed by Declarant within the Front Entrance Landscape Parcels in good order and a well-kept appearance, including regular trimming, fertilization, mowing, weeding and replacement of dead or diseased plant materials as required and (ii) maintain, repair, replace and operate "Pond Parcel 1" as more particularly depicted and described in the Front Entrance Easement Agreement ("**Pond Parcel 1**") and Tract X of the Phase 1 Plat, being more particularly depicted and described as "Pond Parcel 2" in the Front Entrance Easement Agreement ("**Pond Parcel 2**") and together with Pond Parcel 1 the "**Pond Parcels**") and all stormwater improvements or equipment located therein in good order and repair in accordance with the applicable governmental permits, laws, rules and regulations (together the "**Front Entrance Maintenance Obligations**"). In the event that Declarant at any time fails to perform the Front Entrance Maintenance Obligations in accordance with Paragraph 4 of the Front Entrance Easement Agreement, the CDD, at any time after 30 days' written notice to Declarant may elect to fulfill such Front Entrance Maintenance Obligations at Declarant's sole cost and expense. The Association shall perform all Front Entrance Maintenance Obligations as an Operating Expense and shall budget and collect Reserves as deemed necessary by the Board for the cost of repair and replacement of the Front Entrance Landscape Improvements or stormwater improvements or equipment located within the Pond Parcels.

29.1.4 Grant of Reclaimed Water Use Easement to CDD with respect to Pond Parcels. Pursuant to Paragraph 2(b) of the Front Entrance Easement Agreement, Declarant granted to the CDD and its successors, assigns and designees, a perpetual non-exclusive access easement over and across Pond Parcel 1 for the purpose of access to and from and installation, use, repair, maintenance and replacement of a reuse water recharging station and irrigation pumping equipment and related utilities and infrastructure to be located within Pond Parcel 1 and the use of the Pond Parcels and the water therein for reuse and/or irrigation purposes.

29.1.5 Additional Right of Way Improvements. Paragraph 6 of the Front Entrance Easement Agreement provides that if Declarant desires to install any columns or landscaping within public rights of way of Crosswater Parkway or Grand Wood Drive, Declarant, at Declarant's sole cost and expense, shall obtain all necessary permits and approvals from the County and any other applicable governmental authorities for such installations and shall, at Declarant's sole cost and expense, maintain, repair and replace all improvements installed by or on behalf of Declarant within any public rights of way in good working order and a well-kept appearance (together the "**Right of Way Maintenance Obligations**").

29.1.6 Indemnification and Insurance. Pursuant to Paragraph 5(a) of the Front Entrance Easement Agreement, Declarant agreed to indemnify and hold Sonoc harmless

from and against any and all damages, losses, or claims, including legal fees and expenses, attributable to use of or any activities on the Front Entrance Landscape Easement Parcels or any public rights of way by Declarant or its successors, assigns, agents, employees, contractors or invitees under the Front Entrance Easement Agreement (together the “**Indemnification Obligations**”). In addition, pursuant to Paragraph 5(b) of the Front Entrance Easement Agreement, Declarant agreed that, for so long as the Front Entrance Easement Agreement is in force and effect, Declarant shall maintain a liability insurance policy with minimum limits of \$1,000,000.00 for bodily injury or death to person(s) and \$1,000,000.00 for property damage arising out of a single occurrence naming Sonoc as an additional insured, including contractual liability coverage covering the Indemnification Obligations and in accordance with other specific insurance requirements more particularly set forth in said Paragraph 5(b) (together the “**Insurance Obligations**”).

29.1.7 Association Performance under Front Entrance Easement Agreement. The Association shall perform all duties and obligations of Declarant under the Front Entrance Easement Agreement, including, without limitation, (i) performance of the Front Entrance Maintenance Obligations, Right of Way Maintenance Obligations, Indemnification Obligations and Insurance Obligations and (ii) payment of any and all costs or charges assessed by Sonoc or its successors and assigns against DEL WEBB NOCATEE, Declarant or the Association in enforcing or in exercising any right or remedy granted to Sonoc under the Front Entrance Easement Agreement, all as an Operating Expense of the Association and with such Reserves for the repair and replacement of the Front Entrance Landscape Improvements, stormwater improvements and equipment in the Pond Parcels and improvements installed in public rights of way as deemed necessary by the Board.

29.1.8 Assignment. Paragraph 12 of the Front Entrance Easement Agreement provides that Declarant may assign the Front Entrance Maintenance Obligations, Insurance Obligations and Indemnification Obligations to a property owners’ association with jurisdiction over DEL WEBB NOCATEE and that, as a condition to the effectiveness of such assignment, such assignment shall be executed by Declarant and such property owners’ association and recorded in the Public Records of the County and a copy thereof delivered to Sonoc. The Association constitutes a property owners’ association with jurisdiction over DEL WEBB NOCATEE. The Association hereby agrees to execute and accept any assignment of all of Declarant’s rights and obligations of Declarant under the Front Entrance Easement Agreement, including, without limitation the Front Entrance Maintenance Obligations, Right of Way Maintenance Obligations, Indemnification Obligations and Insurance Obligations thereunder (a “**Front Entrance Easement Agreement Assignment**”) and to execute such further instruments and take further actions as are necessary to effect, confirm and evidence such assignment of the Front Entrance Easement Agreement to the Association and the Association’s acceptance and assumption of all rights and obligations of Declarant thereunder as requested by Declarant or as required by Sonoc or its successors and assigns as a condition to releasing Declarant from any and all further obligations and liabilities under the Front Entrance Easement Agreement for matters occurring on or after the date of recording of the Front Entrance Easement Assignment.

29.2 Sonoc Deed Restrictions. Declarant acquired the Phase 1 Property pursuant to that certain Special Warranty Deed from Sonoc to Declarant recorded January 8, 2019 in Official Records Book 4665, Page 169 of the Public Records, a copy of which is attached as **Exhibit 6**

hereto (the “Sonoc Deed”) which contains certain covenants, restrictions and easements more particularly set forth in the Sonoc Deed (together the “Sonoc Deed Restrictions”). All Lots, Homes and Common Areas within DEL WEBB NOCATEE shall be owned, held, conveyed, improved and occupied subject to and in compliance with the Sonoc Deed Restrictions, which are hereby incorporated and made a part of this Declaration as if fully set forth herein.

29.3 Association Enforcement of the Front Entrance Easement Agreement and Sonoc Deed Restriction. The Association may, but shall not be obligated, to enforce compliance with the Front Entrance Easement Agreement and Sonoc Deed Restrictions by Owners, Lessees, Immediate Family Members, Guests and invitees and may exercise all rights and remedies provided in this Declaration in connection with enforcement of same, including, without limitation, all rights and remedies granted to the Association in Section 20 of this Declaration. Nothing herein shall be deemed to waive, negate or replace any rights or remedies granted to Sonoc in the Front Entrance Easement Agreement or the Sonoc Deed in connection with enforcement of same.

29.4 Modification of Front Entrance Easement Agreement and Sonoc Deed Restrictions. Declarant, prior to Turnover and the Association, after Turnover, shall have the exclusive right to modify, waive, terminate, supplement or extend the terms and conditions of the Front Entrance Easement Agreement or the Sonoc Deed Restrictions for and on behalf of all owners in DEL WEBB NOCATEE on such terms and conditions as such parties deem appropriate in their sole and exclusive discretion.

29.5 Sonoc Approval Rights. Pursuant to the Sonoc Purchase Agreement, Declarant has granted Sonoc the right to review and approve this Declaration and the Sonoc Approval Rights, as more specifically defined and set forth hereinbelow. Sonoc has joined in the execution of this Declaration to confirm that its review and approval of same pursuant to the Sonoc Purchase Agreement. Notwithstanding anything in this Declaration to the contrary, until such time as Declarant has purchased from Sonoc all the land to be purchased by Declarant from Sonoc pursuant to the Sonoc Purchase Agreement, Declarant and the Association, as applicable, shall not exercise any of the following rights under this Declaration without first obtaining the prior written consent of Sonoc as evidenced by Sonoc’s written joinder in the documents effecting or evidencing same (together the “Sonoc Approval Rights”):

29.5.1 Amend this Declaration;

29.5.2 Mortgage all or any part of the Common Area or convey all or any part of the Common Area to the Association;

29.5.3 Assign any rights as Declarant under this Declaration (except any such assignment to Sonoc);

29.5.4 Annex additional land to this Declaration or withdraw land from the terms and effect of this Declaration, provided, however, that annexation of any additional land which Declarant has acquired from Sonoc to this Declaration shall not require Sonoc’s written consent or joinder with respect to same; and

29.5.5 Dedicate or transfer all or any part of the Common Area to any public agency, authority or utility.

29.6 Exercise of Sonoc Approval Rights. Sonoc, by its joinder in this Declaration acknowledges and agrees as follows with respect to the Sonoc Approval Rights:

29.6.1 any written consent and joinder by Sonoc with respect to such Sonoc Approval Rights items shall not be unreasonably withheld, conditioned or delayed.

29.6.2 Any such request for Sonoc's written consent and joinder with respect to such Sonoc Approval Rights items shall be sent to Sonoc at the address set forth in Sonoc's joinder and consent to this Declaration or such other address as provided by Sonoc to Declarant or the Association by written notice.

29.6.3 In the event Sonoc fails to disapprove any request for consent to and joinder in any item subject to the Sonoc Approval Rights within ten (10) business days of delivery of written request for same by Declarant or the Association to Sonoc, such item shall be deemed approved by Sonoc and a sworn statement by an agent or representative of Declarant or the Association as to the delivery of such request and expiration of such time period without Sonoc's disapproval of same shall be included within such instrument to confirm Sonoc's approval of such action taken by Declarant or the Association.

29.7 Termination of Sonoc Approval Rights. Upon Declarant's purchase of all of the land subject to the Sonoc Purchase Agreement from Sonoc, the Sonoc Approval Rights shall automatically terminate and Sonoc, upon request by Declarant or the Association, shall execute an instrument to be recorded in the Public Records confirming termination of all such Sonoc Approval Rights.

29.8 Sonoc Joinder in Declaration. Sonoc has joined in the execution of this Declaration to confirm its review and approval of same pursuant to the requirements of the Sonoc Purchase Agreement. Neither Sonoc's joinder in or approval of this Declaration or Sonoc's exercise of any of the Sonoc Approval Rights shall (i) make Sonoc a Declarant under this Declaration, (ii) make Sonoc responsible for any duty or obligation of Declarant, the Association or any Owner or Lessee under this Declaration or (iii) make Sonoc a "Developer" as such term is defined in Chapter 720 of the Florida Statutes with respect to any portion of DEL WEBB NOCATEE.


[Signatures on next page]

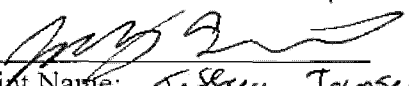
IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 11th day of March, 2019.


WITNESSES:

“DECLARANT”

PULTE HOME COMPANY, LLC, a Michigan limited liability company


Print Name: Laura A. Copeland

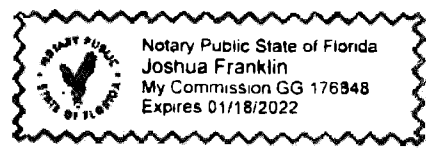

Print Name: Jeffrey Townsend

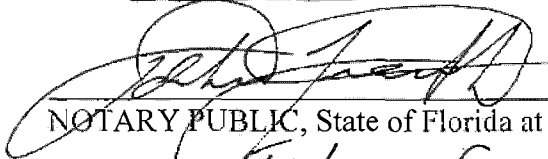
By: 
Name: JUSTIN DUDLEY
Title: DIRECTOR OF LAND
Date: MARCH 11, 2019

Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA)
COUNTY OF ST JOHN)

The foregoing instrument was acknowledged before me this 11 day of MARCH, 2019, by JUSTIN DUDLEY, as DIRECTOR & LAND 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: Joshua Franklin

My commission expires:

JOINDER OF THE ASSOCIATION

DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in this COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (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 11 day of March, 2019.

WITNESSES:

DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

Anne Eger
Print Name: Anne Eger

[Signature]
Print Name: Louisa A. Copeland

By: [Signature]
Name: Wesley Hunt
Title: President

{CORPORATE SEAL}

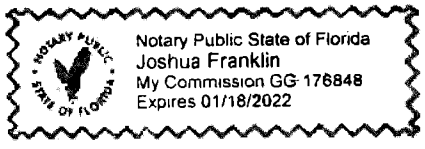
Address: 124 Del Webb Parkway
Ponte Vedra, FL 32081

STATE OF FLORIDA)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 11th day of March, 2019, by Wesley Hunt as President of DEL WEBB NOCATEE 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.

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Joshua Franklin

My commission expires:



JOINDER OF SONOC COMPANY, LLC

SONOC COMPANY, LLC, a Delaware limited liability company ("Sonoc") does hereby join in this COMMUNITY DECLARATION FOR DEL WEBB NOCATEE (this "Declaration"), to which this Joinder is attached, for the purpose of confirming Sonoc's review and approval of this Declaration pursuant to its rights under the Sonoc Purchase Agreement (as defined herein). The approval of this Declaration, as evidenced by Sonoc's joinder in same, (i) shall not constitute a warranty or representation by Sonoc's to any party regarding the Declaration (other than Sonoc's approval of same as provided above), (ii) shall not create any obligation on the part of Sonoc to perform any obligation of Declarant, the Association or any Owner or Lessee under the Declaration or Governing Documents (or any liability for Sonoc should any such parties fail to perform any of their obligations under the Declaration or Governing Documents) and (iii) shall not make Sonoc 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.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8th day of March, 2019.

WITNESSES:

SONOC COMPANY, LLC, a Delaware limited liability company

Brooke Green
Print Name: Brooke Green

Julie Baugus
Print Name: Julie Baugus

By: [Signature]
Name: Jed V. Davis
Title: President

{CORPORATE SEAL}

Address: 4310 PABLO OAKS COURT
JACKSONVILLE, FL 32224

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 8th day of March, 2019 by Jed V. Davis as President of SONOC COMPANY, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced as identification.



Tina E Miller
NOTARY PUBLIC, State of Florida at Large
Print Name: Tina E Miller

My commission expires:

EXHIBIT 1
LEGAL DESCRIPTION

LOTS

Lots 1-320, as shown on the Plat of DEEP CREEK LANDING PHASE 1, as recorded in Map Book 94, Pages 42-70 of the Public Records of St. Johns County, Florida.

TOGETHER WITH

COMMON AREAS

Tracts "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "BB", "CC", "DD", "EE", "FF", "GG", "HH", "II", "JJ", "KK", "LL", "MM", Woodgate Drive, Havencrest Avenue, Gray Owl Point, Cameo Drive, Country Brook Avenue, Clear Springs Drive, Broodhaven Drive, Wheatfield Avenue, Glenhurst Avenue, Hazelwood Drive, Glen Valley Drive, that portion of Grand Wood Drive designated as private and all other tracts and land, as shown the Plat of DEEP CREEK LANDING PHASE 1, as recorded in Map Book 94, Pages 42-70 of the Public Records of St. Johns County, Florida.

LESS AND EXCEPT:

Tract "A", Tract "O", Crosswater Parkway, and that portion of Grand Wood Drive designated as public, as shown the Plat of DEEP CREEK LANDING PHASE 1, as recorded in Map Book 94, Pages 42-70 of the Public Records of St. Johns County, Florida.

EXHIBIT 2
ARTICLES OF INCORPORATION
OF
DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

N19000001457
Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 517-6381

From: Account Name : LOWMEYER, DRUGS/DICK, DOSTER, KANTOR & REED, P.A.
Account Number : 0727230000036
Phone : (407) 843-4500
Fax Number : (407) 843-4444

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION
DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

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2019 FEB 12 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF INCORPORATION

OF

DEL WEBB NOCATEE 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 **DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").
- 2. Principal Office. The principal office of the Association is 124 Del Webb Parkway, Ponte Vedra, FL 32081.
- 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 St. Johns River Water Management District ("SJRWMD"). 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 DEL WEBB NOCATEE (the "Declaration") will be recorded in the Public Records of St. Johns County, Florida, and shall govern all of the operations of a community to be known as DEL WEBB NOCATEE. 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.
- 6. Not for Profit. 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;

7.11 To employ personnel and retain independent contractors to contract for management of the Association, DEL WEBB NOCATEE, 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;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and DEL WEBB NOCATEE as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

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

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

7.15 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 SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants contained therein; and

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

8. Voting Rights. Owners 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
Wesley Hunt	4901 Vineland Road, Suite 500 Orlando, FL 32811
Justin Dudley	124 Del Webb Parkway Ponte Vedra, FL 32081
David Crosby	124 Del Webb Parkway Ponte Vedra, FL 32081

10. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the SWMS must be transferred to and

accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the SJRWMD prior to such termination, dissolution or liquidation. 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. In the event of termination, dissolution or final liquidation of the Association, ownership of the portion of the SWMS owned by the Association and the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity in accordance with the rules and regulations of SJRWMD and any such transfer and acceptance must be approved in writing by SJRWMD prior to such termination, dissolution or liquidation.

11. Duration. 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.

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 SJRWMD. 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, SJRWMD, or any other governmental agency or body as a

condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to 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, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

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:

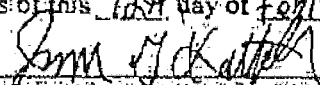
President:	Wesley Hunt
Vice President:	Justin Dudley
Secretary:	David Crosby
Treasurer:	David Crosby

15. Indemnification of Officers and Directors. 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 12th day of February, 2019.



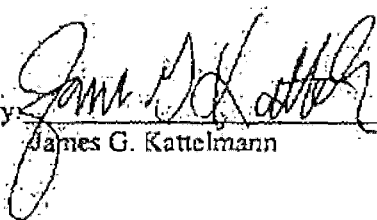
 James G. Kattelman, Esq.
 Loyndes, Drosdick, Doster, Kantor & Reed, P.A.
 255 North Eola Drive
 Orlando, FL 32801

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 04 day of February, 2019.

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

By: 
James G. Kattelmann

Registered Office:

215 North Eola Drive
Orlando, FL 32801

Principal Corporate Office:

124 Del Webb Parkway
Ponte Vedra, FL 32081

EXHIBIT 3
BYLAWS
OF
DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

BYLAWS

OF

**DEL WEBB NOCATEE HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)**

1. Name and Location. The name of the corporation is DEL WEBB NOCATEE COMMUNITY ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at 124 Del Webb Parkway, Ponte Vedra, FL 32081, 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 DEL WEBB NOCATEE (the "Declaration") relating to the residential community known as DEL WEBB NOCATEE, recorded, or to be recorded, in the Public Records of St. Johns 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 fourteen (14) 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. Notwithstanding the foregoing sentence however, the Board elected by Members on the Turnover Date shall consist of three (3) persons and the Board elected by the Members at the first Annual Members Meeting after the Turnover Date and at each Annual Members Meeting thereafter shall consist of 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. 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 DEL WEBB NOCATEE are conveyed to Owners.

4.2 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 4.6 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 DEL WEBB NOCATEE 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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 DEL WEBB NOCATEE by the Members, Lessees and their 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 Rules and Regulations.

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. 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 SJRWMD. 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, SJRWMD, or any other governmental agency or body as a

condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover 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, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board.

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, Wesley Hunt, do hereby certify that:

I am the duly elected and acting President of DEL WEBB NOCATEE 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 11 day of March, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 11 day of March, 2019.

Wesley Hunt
Wesley Hunt, President
(CORPORATE SEAL)

EXHIBIT 4
PERMIT

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

PERMIT NO: 87432-265 DATE ISSUED: June 07, 2017

PROJECT NAME: Deep Creek Landing - Phase 1

A PERMIT AUTHORIZING:

Authorization of a Stormwater Management System for Deep Creek Landing - Phase 1, a 186.57 - acre project to be constructed and operated as per plans received by the District on May 25, 2017.

LOCATION:

Section(s): 61 Township(s): 5S Range(s): 29E

St. Johns County

Receiving Water Body:

Name	Class
Deep Creek	III Fresh
TOLOMATO RIVER, INTRACOASTAL WATERW*	III Marine, OFW, AP

ISSUED TO:

SONOC Company, LLC
4314 Pablo Oaks Ct
Jacksonville, FL 32224-9631

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


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

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

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated June 07, 2017

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Marc vonCanal
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 87432-265
Deep Creek Landing - Phase 1
DATED June 07, 2017

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

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
21. The mitigation plan received 18 May 2017 is a condition of this permit.
22. The impacts must be completed per the plans received 18 May 2017.
23. This permit requires the recording of multiple conservation easements. Regardless of whether a particular conservation easement area is described by reference to a plat or by metes and bounds legal description, all conservation easements required by this permit must be recorded no later than 9 months after commencing construction. If the permittee is unable to record an approved conservation easement that describes the preservation area by reference to a plat within the specified timeframe, then the permittee shall record an approved conservation easement that describes the preservation area by metes and bounds legal description, and such conservation easement shall be recorded no later than 9 months after commencing construction.

Description of Conservation Easement Area

The permittee shall provide to the District for review and written approval (1) the surveyor's sketch(es) and legal description(s) and (2) copies of the preliminary plat(s) showing the areas to be encumbered by the conservation easements at the earliest of any of the following events: (1) 7 months after commencing construction, (2) 60 days prior to the sale of any lot or parcel, (3) 60 days prior to the recording of the subdivision plat, and (4) 60 days prior to the use of the infrastructure for its intended use. A "preliminary plat" is a map prepared by a professional surveyor and mapper registered under chapter 472, F.S., that contains, at a minimum, the following items: a legal description of the property to be platted, a representation of how all land within the property will be platted including easements and rights-of-way, a "north" directional arrow, a scale, and the professional surveyor and mapper's identifying information. The preliminary and final plats shall identify each conservation easement area as "conservation easement" and shall contain a note on the face of the plat that provides at least the following information:

"Tracts __ are subject to a conservation easement pursuant to Section 704.06, F.S., in favor of the St. Johns River Water Management District. Any activity in or use of the conservation easement areas inconsistent with the purpose of the conservation easement is prohibited. The conservation easement expressly prohibits the following activities and uses:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance."

If the District provides written disapproval of the preliminary plat, the permittee shall, within fifteen days of receipt of the disapproval, correct all errors and submit the revised conservation easement and the preliminary plat, until the District provides written confirmation that the preliminary plat is consistent with the approved mitigation plan. If the preliminary plat is later revised in a manner that affects the conservation easement areas in any way, the permittee shall immediately notify the District and provide the revised preliminary plat for the District's approval. The conservation easement areas must not be subject to any other property interests (e.g., easements, rights-of-way), unless such property interests have been approved by the District (e.g., a mortgage that is subordinated

to the conservation easement). The final plat shall be consistent with the preliminary plat approved by the District.

If the impacts to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. The surveyor's sketches and legal descriptions and preliminary plats of the areas to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraphs.

Timing of Recording of Conservation Easement

The permittee shall record District-approved conservation easements at the earliest occurrence of any of the following events: (1) within 9 months from commencement of construction, (2) within 45 days of the recording of the subdivision plat, (3) prior to the sale of any lot or parcel, and (4) prior to the use of the infrastructure for its intended use. The conservation easements shall be in the form approved in writing by the District. The conservation easements shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 12.3.8, Applicant's Handbook, Management and Storage of Surface Waters (December 27, 2010). Pursuant to section 704.06, Florida Statutes, the conservation easements shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District. The easements must contain the provisions set forth in paragraphs 1(a)-(h) of section 704.06, Florida Statutes, as well as provisions indicating that the easements may be enforced by the District, and may not be amended without written District approval.

Additional Documents Required

The permittee shall ensure that the conservation easements identify, and are executed by, the correct grantor(s), who must hold sufficient record title to the land encumbered by the easements. If any easement's grantor is a partnership or limited liability company, the partnership or limited liability company shall provide to the District an affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the land. If there exists any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located.

Within 30 days of recording the conservation easement, the permittee shall provide the District with: (a) the original recorded easements showing the dates the easements were recorded and the official records book and page number, (b) a copy of the recorded plat, and (c) the original recorded consent and joinder(s) of mortgagee (if applicable).

Demarcation of Conservation Easement Area

Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

24. The surface water management system must be constructed and operated as per plans and calculations received by the District on May 25, 2017.

25. The crossing of Deep Creek depicted in the Post-Development Drainage Plan is shown for illustrative purposes only and is not included for construction under this permit. Prior to construction of the crossing, the permittee is required to obtain the appropriate District permit.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

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

Notice Of Rights

Certificate of Service

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

Jed V Davis
SONOC Company, LLC
4314 Pablo Oaks Ct
Jacksonville, FL 32224-9631

This 7th day of June, 2017.



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

Permit Number: 87432-265

NOTICING INFORMATION

Dear Permittee:

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

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

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

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

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

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

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

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

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

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

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

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

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

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

NEWSPAPER ADVERTISING

ALACHUA

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

BRAFORD

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

CLAY

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

FLAGLER

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

LAKE

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

NASSAU

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

ORANGE

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

PUTNAM

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

SEMINOLE

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

BAKER

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

BREVARD

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

DUVAL

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

INDIAN RIVER

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

MARION

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

OKEECHOBEE

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

OSCEOLA

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

ST. JOHNS

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

VOLUSIA

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

EXHIBIT 5

CDD DOCUMENTS

1. Notice of Establishment of the Tolomato Community Development District recorded August 18, 2004 in Official Records Book 2263, Page 1747, Public Records of St. Johns County, Florida and Validation recorded December 21, 2004 in Official Records Book 2340, Page 1966, Public Records of St. Johns County, Florida

2. Tolomato Community Development District Notice of Imposition of Special Assessments from Master Infrastructure Improvements recorded February 24, 2005 in Official Records Book 2381, Page 524, Public Records of St. Johns County, Florida

3. Tolomato Community Development District's Notice of Special Assessments for Master Infrastructure Improvements recorded June 14, 2007 in Official Records Book 2934, Page 154, Public Records of St. Johns County, Florida

4. Tolomato Community Development District's Supplemental Notice of Special Assessments for Neighborhood Improvements recorded June 14, 2007 in Official Records Book 2934, Page 166, Public Records of St. Johns County, Florida

5. Landowner's Declaration of Covenant and Consent to Amend the External Boundaries of the Tolomato Community Development District and/or to Merger with the Split Pine Community Development District recorded August 9, 2007 in Official Records Book 2965, Page 211, Public Records of St. Johns County, Florida

6. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Series 2007 Special Assessments recorded November 30, 2007 in Official Records Book 3013, Page 1247, Public Records of St. Johns County, Florida

7. Merger Implementation Agreement by and between the Tolomato Community Development District and the Split Pine Community Development District recorded March 5, 2010 in Official Records Book 3292, Page 1673, Public Records of St. Johns County, Florida

8. Notice of Merger of the Split Pine Community Development District into and with the Tolomato Community Development District recorded March 19, 2010 in Official Records Book 3296, Page 1812, Public Records of St. Johns County, Florida

9. First Amended Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Tolomato Community Development District recorded April 19, 2010 in Official Records Book 3305, Page 1930, Public Records of St. Johns County, Florida

10. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District recorded September 19, 2012 in Official Records Book 3616, Page 1693, Public Records of St. Johns County, Florida

11. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District recorded March 18, 2015 in Official Records Book 4000, Page 1725, Public Records of St. Johns County, Florida

12. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments recorded May 1, 2015 in Official Records Book 4021, Page 1057, Public Records of St. Johns County, Florida

EXHIBIT 6
SONOC DEED

PREPARED BY AND AFTER RECORDING
RETURN TO:

SPENCER N. CUMMINGS, ESQ
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

SPECIAL WARRANTY DEED

[NOCATEE / DEL WEBB COMMUNITY]

THIS SPECIAL WARRANTY DEED is made and executed as of the 8th day of January, 2019, by **SONOC COMPANY, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, to **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter called "Grantee"), whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto (the "Lots") and on **Exhibit "B"** attached hereto (the "Common Areas") (the Lots and the Common Areas are collectively referred to herein as the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit "C"** attached hereto and made a part hereof and other matters of record (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

By acceptance and execution of this Deed, Grantee agrees to the following terms and provisions which are binding on Grantee and shall run with title to the Property and each platted lot (each "Lot") within the Property:

1. **APPROVALS AND PERMITS.** Grantee acknowledges that the development and use of the Property is subject to the Nocatee Development Order as approved by St. Johns County Resolution No. 2001-30 (the "DRI"), Nocatee Planned Unit Development St. Johns County Ordinance No. 2002-46 (the "PUD"), and certain permits from the St. Johns Water Management District and the Army Corps of Engineers relating to wetland areas within the Nocatee community and is or may be subject to other permits from time to time, all as amended and as

may be amended from time to time (collectively, the "Permits"). Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the DRI, PUD, the applicable comprehensive plan, or the Permits (except Permits related solely to the Property) without the prior written consent of Grantor.

2. USE AND DENSITY RESTRICTIONS.

2.1 Use Restrictions. The Property shall be developed and continuously marketed as a "Del Webb" brand age restricted community for residence only by persons fifty-five (55) years of age or older. At least 80% of the homes constructed on the Lots shall be occupied by at least one (1) person of the age of fifty-five (55) years or older consistent with the Federal Fair Housing Amendments Act, 42 U.S.C. §3601, et. seq. (1988) and the exemption therefrom provided by the Housing for Older Persons Act of 1995, 42 U.S.C. §3607(b)(2)(c). Grantee agrees that the Common Areas may be used solely for the development of certain subdivision amenities and other improvements in accordance with the site plan as previously approved by Grantor pursuant to the Agreement for Purchase and Sale between Grantor and Grantee dated January 15, 2016, as amended (the "Purchase Agreement"). The Property may not be used for any other purpose or use except as provided in this Section 2.1.

2.2 PUD/DRI Compliance. Due to the integrated nature of the Property and the other lands under the terms of the DRI and PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action which would result in a modification of the terms and provisions of the DRI or PUD without the prior written consent of Grantor.

2.3 Underground Utilities. All electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

2.4 Compliance with Laws. Grantee will comply, at its expense, with the terms and conditions of the DRI, the PUD, the Permits and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements located on the Property.

2.5 No Implication. None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property.

2.6 Nuisance. Grantee shall not conduct any activities upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

2.7 Maintenance. Buildings, landscaping, hardscaping and all other improvements

on the Property shall be maintained so as to preserve a well-kept appearance, especially along the perimeters of the Property visible from surrounding roadways. Subject to any applicable laws and/or governmental restrictions, all landscaped areas shall receive regular maintenance, including irrigation, trimming, fertilization, mowing, weeding, and replacement of dead or diseased plant materials as required. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface, sidewalk, or other structure.

2.8 **Architectural Control.** Grantor shall be entitled to review and approve all entry features, signage, street lights, landscaping, hardscaping and all other improvements to be constructed or installed which are or will be visible from any current or future roadways surrounding the Property. No improvement or landscaping shall be commenced, placed or maintained upon such portion of the Property nor shall any addition or change or alteration therein be made until the plans and specifications and locations of them have been submitted to and approved by Grantor. Each request for approval shall require submission of two (2) complete sets of all plans and specifications for any improvements or landscaping subject to Grantor's approval as set forth in this Section 2.8. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require submission of samples of building materials (if not previously approved) proposed for use in connection with construction of such improvements and may require such additional information as may be reasonably necessary to completely evaluate the proposed structure or improvements. Approval by Grantor shall not be arbitrarily withheld, but disapproval may be based upon purely aesthetic grounds determined in the reasonable discretion of Grantor. Approval or disapproval of applications to Grantor shall be given in writing with fifteen (15) days of receipt thereof by Grantor. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

2.9 **Development Criteria.** Grantee agrees that all development within the Property shall comply with the development criteria prepared by Grantor pursuant to the PUD and attached hereto as **Exhibit "D"**.

2.10 **Sidewalks and Street Trees.** Grantee for itself and its successors and assigns agrees to construct any sidewalk and install any "street tree" in front of each Lot, at Grantee's expense, in accordance with the Subdivision construction plans submitted to and approved by St. Johns County. Street trees installed by Grantee shall meet the specifications set forth in the approved plans and shall be properly irrigated from the individual Lot. Grantee agrees that the sidewalks and street trees as to each Lot shall be completed prior to the issuance of a certificate of occupancy for such Lot.

2.11 **Platting and Use.** Grantee shall not re-plat any of the Property or to develop and construct anything other than one (1) single family residential home on each Lot.

2.12 **Subdivision Name.** The name of the subdivision of which the Property is a part shall be Deep Creek Landing. Grantee shall not use any name in the promotion of such subdivision other than Deep Creek Landing, or a substitute name approved by Grantor in its sole and absolute discretion.

3. EASEMENTS AND RIGHTS TO BENEFIT ADJACENT PROPERTIES.

3.1 **Reserved Easements.** Grantor hereby reserves, for itself and its officers, employees, agents, invitees, contractors and subcontractors, designees, successors and assigns, easements over and across the Property for (i) access over and across all roads, streets, rights-of-way, and alleys located on the Property from time-to-time, and (ii) access to and from and installation, use, maintenance, and replacement of utility lines and equipment and stormwater improvements, including, but not limited to, water, sewer, reuse, stormwater, electric, gas, cable television, telephone, telecommunications improvements, lines and equipment; provided, however, the easements reserved in this clause (ii) shall not have a material adverse effect on Grantee's ability to construct single family homes on the Lots.

3.2 **Common Areas.** Grantor hereby reserves a non-exclusive and perpetual easement for access over and upon and use of any common area improvements located within the Property from time to time for the benefit of any property owners acquiring any lots or units within any land owned by Grantor, or its successors and assigns, adjacent to the Property.

3.3 **Construction Easement.** Grantor reserves for itself and its successors, assigns and designees (including, without limitation, any contractors, subcontractors and materialmen), a non-exclusive easement over and across the Property for the completion of the construction of any Amenities pursuant to the terms of the Purchase Agreement.

3.4 **Benefitted Land.** Grantor shall have the right from time-to-time to designate any lands to be benefitted by the easements reserved under this Section 3, which designation may be made by Grantor by recording one or more amendments to this Deed setting forth the benefitted land and which amendments shall not require the consent or joinder of Grantee or any other parties (but Grantee agrees to join therein within 10 days of any request by Grantor). All such designated benefitted lands may be developed and used for any uses and intensity of uses as may be developed thereon from time-to-time.

4. MISCELLANEOUS.

4.1 **Successors and Assigns.** The easement rights, covenants and restrictions contained in this Deed shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

4.2 **Modification.** The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment, the owner of the lands which are benefitted by any provision of this Deed to be amended (if applicable), and Grantor or its assigns or designees, and by Grantor and its successors and assigns unilaterally as provided in Section 3.1 above.

4.3 **Notice.** Any notice required to be given hereunder will be effective only if such notice has been sent by express 24 hour guaranteed courier or delivery service (e.g., Federal

Express or UPS), or by U. S. first class certified mail, postage prepaid, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify):

To Grantee:

Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attn: Division President

Copy to:

Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Ave., Suite 1600
Orlando, Florida 32801

To Grantor:

SONOC Company, LLC
c/o Richard T. Ray
Nocatee Development Company
4314 Pablo Oaks Court
Jacksonville, Florida 32224

Copy to:

Spencer N. Cummings, Esquire
Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance.

4.4 **Remedies for Default.** Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof, provided that, unless otherwise expressly noted herein, all easements in this Deed shall be perpetual. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

4.5 **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

4.6 **Attorneys' Fees.** In the event litigation shall be commenced to enforce any

party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

4.7 **Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive or cancel in writing, any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing. In addition, Grantor may assign any or all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of Grantee or any party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

SONOC COMPANY, LLC,
a Delaware limited liability company

E. Joseph Muhl, Jr.
(Print Name E. Joseph Muhl, Jr.)

By: *Jed V. Davis*
Jed V. Davis
President

Cheryl King
(Print Name Cheryl King)

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 8th day of January, 2019, by Jed V. Davis, the President of **SONOC COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

Karen L. Guttormson
(Print Name KAREN L. GUTTORMSON)
NOTARY PUBLIC
State of Florida at Large
Commission # GG 241319
My Commission Expires: 8.28.22
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced _____

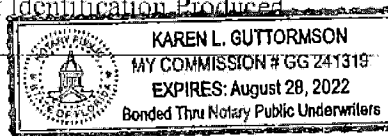


EXHIBIT "A"

LOTS

Lots 1-320, as shown on the plat of Deep Creek Landing Phase 1, as recorded in Map Book 94, pages 42 – 70 of the public records of St. Johns County, Florida.

EXHIBIT "B"

COMMON AREAS

Tracts "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "BB", "CC", "DD", "EE", "FF", "GG", "HH", "II", "JJ", "KK", "LL", "MM". Woodgate Drive, Havencrest Avenue, Gray Owl Point, Cameo Drive, Country Brook Avenue, Clear Springs Drive, Broadhaven Drive, Wheatfield Avenue, Glenhurst Avenue, Hazelwood Drive, Glen Valley Drive, that portion of Grand Wood Drive designated as private, and all other tracts and land, as shown on the plat of Deep Creek Landing Phase 1, as recorded in Map Book 94, pages 42 – 70 of the public records of St. Johns County, Florida.

LESS AND EXCEPT:

Tract "A", Tract "O", Crosswater Parkway, and that portion of Grand Wood Drive designated as public, as shown on the plat of Deep Creek Landing Phase 1, as recorded in Map Book 94, pages 42 – 70 of the public records of St. Johns County, Florida.

EXHIBIT "C"**PERMITTED EXCEPTIONS**

All recording references below refer to the public records of St. Johns County, Florida.

1. Notice of DRI Development Order (Nocatee) as set out in instrument recorded October 1, 2001 in Official Records Book 1656, page 1887; First Amendment recorded March 12, 2007 in Official Records Book 2881, page 156; Modification recorded July 20, 2009 in Official Records Book 3219, page 725; Modification recorded January 20, 2010 in Official Records Book 3279, page 486; and Modification recorded October 26, 2010 in Official Records Book 3369, page 258; and Modification recorded November 7, 2012 in Official Records Book 3640, page 998; Modification recorded February 6, 2017 in Official Records Book 4327, page 1180.
2. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded August 18, 2004 in Official Records Book 2263, page 1747; Validation recorded December 21, 2004 in Official Records Book 2340, page 1966.
3. Developer and Utility Service Agreement between SONOC Company, LLC and JEA, as set out in instrument recorded January 20, 2005 in Official Records Book 2359, page 1979, as amended by First Amendment recorded April 16, 2010 in Official Records Book 3305, page 571; Second Amendment recorded April 28, 2014 in Official Records Book 3872, page 914.
4. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded February 24, 2005 in Official Records Book 2381, page 524.
5. Unrecorded Installation and Service Agreement by and between Comcast of Greater Florida/Georgia, Inc. and SONOC Company, LLC dated June 2, 2006; First Amendment dated April 12, 2007; Second Amendment dated September 22, 2009.
6. Impact Fee Credit Agreement (Park Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 731.
7. Impact Fee Credit Agreement (Road Impact Fees) as set out in instrument recorded January 19, 2007 in Official Records Book 2853, page 749, and recorded July 14, 2011 in Official Records Book 3454, page 1954.
8. Tolomato Community Development District's Notice of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 154.
9. Tolomato Community Development District's Supplemental Notice of Special Assessments for Neighborhood Improvements as set out in instrument recorded June 14, 2007 in Official Records Book 2934, page 166.
10. Landowner's Declaration of Covenant and Consent to Amend the External Boundaries of the Tolomato Community Development District and/or to Merger with the Split Pine Community Development District recorded August 9, 2007 in Official Records Book 2965, page 211.
11. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Service 2007 Special Assessments as set out in instrument recorded November 30, 2007 in Official Records Book 3013, page 1247.
12. Conservation Easement for a Portion of the Nocatee Greenway in favor of St. Johns

- River Water Management District as set out in instrument recorded November 9, 2009 in Official Records Book 3257, page 24. (Affects Tracts AA, BB, CC, DD, FF, and GG)
13. Merger Implementation Agreement by and between the Tolomato Community Development District and the Split Pine Community Development District, naming the Tolomato Community Development District the surviving entity, as set out in instrument recorded March 5, 2010 in Official Records Book 3292, page 1673.
 14. Notice of Merger of the Split Pine Community Development District into and with the Tolomato Community Development District as set out in instrument recorded March 19, 2010 in Official Records Book 3296, page 1812.
 15. First Amended Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Tolomato Community Development District as set out in instrument recorded April 19, 2010 in Official Records Book 3305, page 1930.
 16. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District as set out in instrument recorded September 19, 2012 in Official Records Book 3616, page 1693.
 17. Notice as to Allocation of Developments Rights as set out in instrument recorded September 24, 2012 in Official Records Book 3618, page 1350.
 18. Impact Fee Credit Agreement (Fire/Rescue Fees) as set out in instrument recorded May 7, 2014 in Official Records Book 3877, page 159.
 19. Amended and Restated Notice of Special Assessments and Lien of Record of the Tolomato Community Development District as set out in instrument recorded March 18, 2015 in Official Records Book 4000, page 1725.
 20. Notice as to Allocation of developments Rights (2015) as set out in instrument recorded May 1, 2015 in Official Records Book 4021, page 1049.
 21. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments as set out in instrument recorded May 1, 2015 in Official Records Book 4021, page 1057.
 22. 50' Drainage Easement in favor of St. Johns County as set out in Grant of Easement recorded March 8, 2017 in Official Records Book 4341, page 982. (Affects Crosswater Parkway and Tract W)
 23. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Crosswater Village Phase 1A recorded in Plat Book 86, page 56. (Affects portion of Tract R, Crosswater Village Phase 1A)
 24. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the Declaration of Covenants and Restrictions for Crosswater at Nocatee recorded July 27, 2017 in Official Records Book 4410, page 1403. (Affects portion of Tract R, Crosswater Village Phase 1A)
 25. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Deep Creek Landing Phase 1 recorded in Map Book 94, pages 42 thru 70, inclusive.
 26. Any matters as would be shown by an accurate survey and inspection of the Property.
 27. All taxes and assessments not yet due and payable.

EXHIBIT "D"**PUD DEVELOPMENT CRITERIA**

1. Buffers – no improvement may be located on any building lot in a location that violates any set-back requirement of any applicable zoning law or other governmental requirements.
2. Landscape requirements – all landscapes areas shall be irrigated with a fully automatic irrigation system. Landscape material shall consist primarily of indigenous species. All disturbed areas shall be landscaped with plantings or sodded grassed areas. Irrigation water source shall be reuse water.
3. Pedestrian facilities – sidewalks shall be installed at such locations as shall be determined by Buyer.
4. Lighting Criteria – no flashing lights shall be installed on the Property.
5. Building material and type – all exterior building materials shall consist of stucco, brick, stone or other nature materials. As an alternative to stucco, siding (Hardie panel or equal) may be used on all elevations except the front elevations without specific approval from Grantor. No vinyl siding or horizontal wood siding shall be allowed.
6. Color scheme – exterior colors shall be soft, natural, muted colors. The use of loud colors such as chartreuse, bright pink or red is prohibited.
7. Roof treatments and materials – roof materials shall consist of architectural grade asphalt shingles, barrel or flat concrete tile, metal standing seam, slate or composite.
8. Pavement designs – use of decorative concrete pavers within driving areas is allowed.
9. Wells – no individual ground water wells shall be installed on the Property.