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NEIGHBORHOOD DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
WATER'S EDGE AT NORTHLAKE PARK

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**NEIGHBORHOOD DECLARATION OF COVENANTS,**  
**CONDITIONS, RESTRICTIONS AND EASEMENTS FOR**  
**WATER'S EDGE AT NORTHLAKE PARK**

**THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WATER'S EDGE AT NORTHLAKE PARK** (the "Neighborhood Declaration") is made as of the 15 day of September, 2006, by **PARK SQUARE ENTERPRISES INC.**, a Florida corporation, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the "Neighborhood Declarant").

**W I T N E S S E T H:**

**WHEREAS**, the Neighborhood Declarant is the owner of all of the Neighborhood Property located in Orange County, Florida, which is defined in Section 1.22 and described in Section 3.1 of this Neighborhood Declaration; and

**WHEREAS**, the Neighborhood Property is a portion of a larger parcel of land encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community, recorded on March 13, 2000, in Official Records Book 5960, Page 1707; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community recorded on January 18, 2001, in Official Records Book 6173, Page 3337; as further amended and supplemented by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community recorded on October 27, 2003, in Official Records Book 7167, Page 3339; as further amended and supplemented by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community recorded on October 27, 2003, in Official Records Book 7371, Page 1296, all of the Public Records of Orange County, Florida (collectively the "Master Declaration"); and

**WHEREAS**, the Neighborhood Property has been designated as "Neighborhood 5" pursuant to the Second Amendment to the Master Declaration; and

**WHEREAS**, the Neighborhood Declarant desires to subject the Neighborhood Property to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof; and

**NOW, THEREFORE**, the Neighborhood Declarant, for itself, its successors and assigns, hereby declares and imposes the covenants, conditions, restrictions and easements hereinafter described on the Neighborhood Property, which covenants, conditions, restrictions and easements shall run with the title to the Neighborhood Property and shall be binding upon all parties having any rights, title or interest in said lands or any part thereof, their heirs, personal representatives and assigns, and shall inure to the benefit of each owner thereof, and their respective mortgagees.

## ARTICLE I. DEFINITIONS

The following words when used in this Neighborhood Declaration (unless the context shall prohibit) shall have the following meanings:

1.1    **"ADDITIONAL NEIGHBORHOOD PROPERTY"** means and refers to any lands not initially included among the Neighborhood Property encumbered hereby but which may be included among the Neighborhood Property in the future upon the Neighborhood Declarant's execution and recordation of a Supplemental Neighborhood Declaration according to Article III below. The Additional Neighborhood Property shall include the real property more particularly described on Exhibit "A" hereto.

1.2    **"ARCHITECTURAL REVIEW COMMITTEE"** or **"ARC"** means and refers to the body referred to in Article X hereof.

1.3    **"BOARD OF DIRECTORS"** or **"BOARD"** means and refers to the Board of Directors of the Neighborhood Association.

1.4    **"COMMON ROOF"** means and refers to the exterior roof covering a Townhome Building, including all components of said exterior cover and its supporting structure.

1.5    **"DETACHED RESIDENCE"** means and refers to a detached single-family dwelling for which a certificate of occupancy has been duly issued.

1.6    **"DRAINAGE EASEMENTS"** means and refers to any drainage easements granted, declared and/or reserved for the benefit of the Neighborhood Association or the Neighborhood Property pursuant to this Neighborhood Declaration or any Plat of the Neighborhood Property or other instrument recorded among the Public Records of Orange County, Florida.

1.7    **"ENTITLED TO VOTE"** means and refers to that Owner who shall cast a vote for a Lot or Residential Unit at a Neighborhood Association meeting. If more than one person or legal entity shall own any Lot or Residential Unit, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot or Residential Unit, and given to the Neighborhood Association Secretary for placement in the Neighborhood Association records. Notwithstanding anything contained herein to the contrary, all Lot Owners whether Entitled To Vote or not are assured of all other privileges, rights and obligations of the Neighborhood Association membership and shall be Members of the Neighborhood Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residential Unit constructed thereon be Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot or Residential Unit.

1.8    **"INSTITUTIONAL LENDER"** or **"INSTITUTIONAL MORTGAGEE"** means and refers to a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust or any other generally recognized institutional-type lender or its loan correspondent, the Federal Home Loan Mortgage Corporation

(FHLMC), the Federal National Mortgage Association (FNMA), the U.S. Department of Housing and Urban Development (HUD), the U.S. Veterans Administration (VA), and to any successor or assignee thereof.

1.9    **“LAKEFRONT LOT”** shall have the meaning ascribed to such term in Article XVII hereof.

1.10    **“LAKEFRONT LOT ASSESSMENTS”** shall have the meaning ascribed to such term in Sections 7.13 and 17.12 hereof.

1.11    **“LOT”** means and refers to any Lot on the Plat or any other plat of all or any portion of the Neighborhood Property, and any other property hereafter declared as a Lot by the Neighborhood Declarant and thereby made subject to this Neighborhood Declaration.

1.12    **“MANAGER”** shall mean and refer to any person or company hired by an Owner to act as a property manager, leasing agent, management company or perform similar functions with respect to such Owner’s Residential Unit.

1.13    **“MASTER ASSOCIATION”** means and refers to Northlake Park at Lake Nona Community Association, Inc., a Florida not-for-profit corporation, established in accordance with the terms of the Master Declaration.

1.14    **“MASTER DECLARANT”** has the meaning given to the term “Declarant” in the Master Declaration.

1.15    **“MASTER DECLARATION”** means and refers to that certain Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community, recorded on March 13, 2000, in Official Records Book 5960, Page 1707; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community recorded on January 18, 2001, in Official Records Book 6173, Page 3337; as further amended and supplemented by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community recorded on October 27, 2003, in Official Records Book 7167, Page 3339; as further amended and supplemented by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Northlake Park at Lake Nona Residential Community recorded on October 27, 2003, in Official Records Book 7371, Page 1296, all of the Public Records of Orange County, Florida, as the same may be further amended and supplemented from time to time.

1.16    **“MEMBER”** means and refers to all those Owners who are Members of the Neighborhood Association as provided in Article IV hereof.

1.17    **“NEIGHBORHOOD ASSESSMENT”** means and refers to the assessments described in Article VII herein.

1.18    **“NEIGHBORHOOD ASSOCIATION”** means and refers to Water’s Edge Neighborhood Association, Inc., a Florida not-for-profit corporation.

1.19 "NEIGHBORHOOD COMMON AREA" or "NEIGHBORHOOD COMMON PROPERTY" means and refers to all real property (including the improvements thereto) and all personal property owned by the Neighborhood Association and tracts of land, if any, shown or drawn on a Plat as owned or to be owned by the Neighborhood Association for the common use, enjoyment and benefit of the Owners and all property designated as common areas in any future recorded Supplemental Neighborhood Declaration (but not including any tract dedicated on a Plat to the public or to a public utility provider); together with the landscaping and any improvements thereon, including, without limitation, all structures, open space, conservation areas, retention areas, walkways, privacy gates and gate controls, private roadways within the Neighborhood Property, entrance markers and features, signs, and street lights, if any, but excluding any public utility installations thereon.

1.20 "NEIGHBORHOOD COMMON EXPENSES" shall mean and refer to expenditures for (i) the installation, construction, maintenance, repair, replacement and operation of the Neighborhood Common Property, Surface Water Management System, easement areas and any and all other similar property for which the Neighborhood Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Neighborhood Association with respect to Neighborhood Common Property, Surface Water Management System, or otherwise and (iii) the performance of any and all other rights and/or obligations which the Neighborhood Association may be required or permitted to perform pursuant to the terms of the Articles of Incorporation and Bylaws of the Neighborhood Association, this Neighborhood Declaration or by law, whether set forth herein explicitly or implicitly.

1.21 "NEIGHBORHOOD DECLARANT" means and refers to Park Square Enterprises Inc., a Florida corporation, and its successors and assigns by virtue of such written instruments assigning the rights and obligations of the Neighborhood Declarant hereunder which are recorded in the Public Records of Orange County, Florida. Upon recordation of and to the extent of any such assignment, the initial Neighborhood Declarant shall be released and absolved from any further obligations on the part of the Neighborhood Declarant as may thereafter arise by or through this Neighborhood Declaration. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Neighborhood Declarant by the mere act of purchase or mortgage of a Lot.

1.22 "NEIGHBORHOOD DECLARATION" means and refers to this Neighborhood Declaration of Covenants, Conditions, Restrictions and Easements for Water's Edge at Northlake Park, as recorded in the Public Records of Orange County, Florida, as the same may be amended from time to time, which shall constitute a "Neighborhood Declaration" in accordance with the terms of the Master Declaration.

1.23 "NEIGHBORHOOD PROPERTY" means and refers to the property described in Section 3.1 of this Neighborhood Declaration, and all additions thereto as are hereafter made subject to this Neighborhood Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

1.24 "NEIGHBORHOOD REPRESENTATIVE" means and refers to the representative elected to cast the Class A Members votes attributable to Lots or Residential Units within the Neighborhood Property on matters affecting the Master Association, pursuant to Section 6.4(b) of the Master Declaration.

1.25 "NEIGHBORHOOD RULES AND REGULATIONS" means and refers to the rules and regulations promulgated by the Neighborhood Association's Board of Directors from time to time.

1.26 "OWNER" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Residential Unit situated upon the Neighborhood Property. Each Owner shall be a Member of the Neighborhood Association.

1.27 "PARTY WALL" means and refers to the common wall separating one Townhome Residence from another Townhome Residence in the same Townhome Building.

1.28 "PLAT" means and refers to the plat of WATER'S EDGE AT LAKE NONA UNIT 1, as recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Public Records of Orange County, Florida, and any other plat of all or any portion of the Neighborhood Property.

1.29 "RESIDENTIAL UNIT" or "RESIDENCE" means and refers to a single family residential dwelling (whether Detached Residence or Townhome Residence) for which a certificate of occupancy has been duly issued.

1.30 "SURFACE OR STORMWATER MANAGEMENT SYSTEM" means and refers to 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, over draining, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40c-4, 40c-40 or 40c-42, F.A.C.

1.31 "TOWNHOME BUILDING" means and refers to a building containing attached Residences.

1.32 "TOWNHOME RESIDENCE" means and refers to that portion of a Townhome Building located on a Lot intended for use and occupancy as a single-family residential dwelling for which a certificate of occupancy has been duly issued.

1.33 "WATER MANAGEMENT DISTRICT" means and refers to either or both of the St. Johns River Water Management District and the South Florida Water Management District, as the context may require.

1.34 "WATER MANAGEMENT DISTRICT PERMIT" means and refers to any and all conceptual, construction and other permit now or hereafter issued with respect to the Neighborhood Property by the Water Management District, copies of which shall be maintained by the Neighborhood Association's Registered Agent for the benefit of the Neighborhood

Association. Copy of the current Water Management District Permit is attached hereto as **Exhibit "B"**.

## **ARTICLE II.** **EFFECT OF MASTER DECLARATION**

2.1 Owners Subject to Master Declaration. Each Owner of the Neighborhood Property, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the covenants, conditions and restrictions contained in the Master Declaration, and the authority of the Master Association created pursuant to said Master Declaration, and agrees to abide by and be bound by the provisions of the Master Declaration, and all exhibits thereto, in addition to being bound by this Neighborhood Declaration, the Articles of Incorporation and Bylaws of the Neighborhood Association. In addition, the family, guests, invitees and tenants of said Owners shall, while in or on the Neighborhood Property, also abide and be bound by the same. Each Owner understands and acknowledges that the Master Declaration establishes numerous covenants, conditions, and restrictions that affect the Neighborhood Property, which restrictions include but are not limited to provisions relating to maintenance obligations, assessment obligations, architectural control, lien rights, and the enforcement of rules and regulations of the Master Association.

2.2 Membership in Master Association. In accordance with the terms of the Master Declaration, each Owner within the Neighborhood Property will be a Member of the Master Association. Such Owners will furthermore constitute a Voting Group, pursuant to Section 6.5 of the Master Declaration. The Owners will elect one or more Neighborhood Representatives (the exact number to be designated by the Master Association), as well as alternate Neighborhood Representatives who will cast the Class A Members (as hereinafter defined) votes attributable to all Owners on any matters related to the Master Association which require a membership vote, all as more particularly described in Section 6.4 of the Master Declaration.

## **ARTICLE III.** **PROPERTY SUBJECT TO THIS NEIGHBORHOOD DECLARATION; ADDITIONS THERETO**

3.1 Legal Description. The real property which constitutes the Neighborhood Property herein, and which is and shall be held, transferred, sold, conveyed and occupied subject to this Neighborhood Declaration is located in Orange County, Florida, is more particularly described as follows:

WATER'S EDGE AT LAKE NONA UNIT 1, according to the Plat thereof, as recorded in Plat Book 67, Page 61 of the Public Records of Orange County, Florida.

3.2 Supplements. The Neighborhood Declarant may from time to time bring all or any portions of the Additional Neighborhood Property under the provisions hereof by recorded Supplemental Neighborhood Declarations (which shall not require the consent of then existing Owners or the Neighborhood Association, the Master Association, any mortgagee, or any other party) and thereby add to and include all or such portions of the Additional Neighborhood

Property as part of the Neighborhood Property subject to this Neighborhood Declaration. To the extent that all or any portion of the Additional Neighborhood Property shall be made a part of the Neighborhood Property as a common scheme, reference herein to the Neighborhood Property shall be deemed to be a reference to all or such portion of the Additional Neighborhood Property.

NOTHING HEREIN, HOWEVER, SHALL OBLIGATE THE NEIGHBORHOOD DECLARANT TO ADD TO THE INITIAL PORTION OF THE NEIGHBORHOOD PROPERTY, TO DEVELOP ANY SUCH FUTURE PORTIONS UNDER SUCH COMMON SCHEME, NOR TO PROHIBIT THE NEIGHBORHOOD DECLARANT FROM REZONING AND/OR CHANGING THE DEVELOPMENT PLANS WITH RESPECT TO SUCH FUTURE PORTIONS. ALL OWNERS, BY ACCEPTANCE OF A DEED TO THEIR LOTS OR RESIDENTIAL UNITS, THEREBY AUTOMATICALLY CONSENT TO ANY SUCH REZONING, CHANGE, ADDITION OR DELETION THEREAFTER MADE BY THE NEIGHBORHOOD DECLARANT AND SHALL EVIDENCE SUCH CONSENT IN WRITING IF REQUESTED TO DO SO BY THE NEIGHBORHOOD DECLARANT AT ANY TIME.

Without limiting the foregoing, the Additional Neighborhood Property may be developed and subjected to uses and restrictions different than the uses and restrictions which are set forth in this Neighborhood Declaration, and nothing contained in this Neighborhood Declaration shall be binding upon any lot, parcel or any other portion of the Additional Neighborhood Property not specifically made a part of the Neighborhood Property in accordance with the terms of this Neighborhood Declaration by recording of a Supplemental Neighborhood Declaration in the Public Records of Orange County, Florida.



**ARTICLE IV.**  
**MEMBERSHIP AND VOTING RIGHTS**  
**IN THE NEIGHBORHOOD ASSOCIATION**

4.1 **Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot or Residential Unit in the Neighborhood Property shall be a Member of the Neighborhood Association. Notwithstanding anything else to the contrary set forth in this Section 4.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Neighborhood Association. Membership in the Neighborhood Association shall be appurtenant to each Lot or Residential Unit and may not be separated from ownership of said Lot or Residential Unit. The record title holder to each Lot or Residential Unit shall automatically become a Member of the Neighborhood Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed to the Neighborhood Association Secretary for placement in the records of the Neighborhood Association. To the extent that said deed shall pass title to a new Owner from an existing Owner, membership in the Neighborhood Association shall be transferred from the existing Owner to the new Owner. In no event shall any mortgagee or other party holding any type of security interest in a Lot or Residential Unit be a Member of the Neighborhood Association unless said party obtains or receives fee simple title to such Lot or Residential Unit.

4.2 **Voting Rights.** The Neighborhood Association shall have two (2) classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners of Lots or Residential Units except the Neighborhood Declarant as long as the Class B Membership shall exist, and thereafter, the Neighborhood Declarant shall be a Class A Member. Class A Members shall be entitled to one (1) vote for each Lot or Residential Unit in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot or Residential Unit, all such persons shall be Members, but the vote for such Lot or Residential Unit shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot or Residential Unit.

(b) **Class B.** The Class B Member shall be the Neighborhood Declarant. The Class B Member shall be entitled to five (5) votes for each Lot owned by the Class B Member. All voting rights of Class B Member shall be freely transferable, subject to this Neighborhood Declaration, to third parties. The Class B Membership shall cease and terminate upon the earlier to occur of the following ("Turnover"): (i) at such time as ninety percent (90%) of the maximum number of Residential Units allowed for the Neighborhood Property have been conveyed to Class A Members, or (ii) sooner at the election of the Neighborhood Declarant, whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Neighborhood Association. Upon termination of the Class B Membership as provided for herein, the Class B

Membership shall convert to Class A Membership with voting strength as set forth above for Class A Membership.

4.3 General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws of the Neighborhood Association, Neighborhood Rules and Regulations, or other document(s), to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members Entitled To Vote and not of the Members themselves.

## ARTICLE V. **FUNCTIONS OF THE NEIGHBORHOOD ASSOCIATION**

5.1 Services. The Neighborhood Association shall have the powers provided herein and in the Articles and Bylaws from time to time, and such other powers as may be vested in the Neighborhood Association by law, and shall provide (or cause to be provided) the following services:

(a) Maintenance of all Open Space, Neighborhood Common Property, recreation areas, associated landscaping and irrigation systems, including, without limitation, all private roads and streetlights within the Neighborhood.

(b) Maintenance, operation and repair of the Surface Water Management System, which shall mean the exercise of practices which allow such System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. The Neighborhood Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified as approved, by the Water Management District.

(c) Providing the services contemplated by Article VI with respect to Townhome Residences

(d) Adopting, publishing and enforcing such reasonable rules and regulations as the Board deems necessary or desirable. Without limiting the generality of the foregoing, the Board shall specifically have the right to adopt rules and regulations (including the right to charge usage fees) with respect to the usage of any recreational facilities, boat ramps and accessory facilities and parking areas, any park areas or any other portions of the Neighborhood Common Property, as the Board deems necessary or desirable in its sole discretion; provided, however, the Board may not charge Owners any usage fees in connection with the Owners use of any portion of the Neighborhood Common Property which by its nature is necessary and essential for the Owners' use and enjoyment of their Residential Units, such as easements and roads providing access and essential services and utilities to the Residential Units.

(e) In addition to maintenance herein provided, the Neighborhood Association may provide exterior or other maintenance upon any portion of the

Neighborhood Property (including any Residential Unit) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because (i) said property is being maintained in a sub-standard manner or (ii) otherwise violates any of the covenants and restrictions contained herein. The Neighborhood Association shall notify the Owner responsible for the property in writing, specifying the nature of the condition to be corrected, and if the Owner has not caused the same to be corrected within fifteen (15) days after the date of said notice, the Neighborhood Association may correct such condition. Said maintenance and/or other corrective action necessary to bring the property into compliance with this Declaration shall include but not be limited to painting, repairs, removal of any fencing, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, windows, trees, shrubs, grass, driveways, walks and other exterior improvements.

The cost of such maintenance or corrective actions shall be assessed by the Neighborhood Association against the Owner on whose behalf such maintenance or corrective actions are performed, but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien upon the subject Neighborhood Property (including a Residential Unit), as the case may be, and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest and other fees or costs of collection as provided for other assessments of the Neighborhood Association.

(f) At the sole option and discretion of the Board, conducting recreation, sport, craft, and cultural programs of interest to Owners, their families, tenants and guests and, in the Board's sole option and discretion, charging admission fees for the operation thereof.

(g) Entering into agreements with service providers for the furnishing to all Residential Units and to all other appropriate locations on the Neighborhood Property of cable or similar services for television, radio, internet services (including wi-fi, wi-max, wired/wireless broadband, IP telephony, etc.) and other communication services, security systems, fire alarm systems and other similar systems and amenities. Without limiting the generality of the foregoing, the Neighborhood Association shall have the power and authority to enter into contracts, franchises or service agreements on a nonexclusive or exclusive basis to provide necessary outside services to the Owners, and, shall also have the power to accept and assume such contracts, franchise or service agreements as the Master Declarant may enter into and subsequently assign to the Neighborhood Association. By way of illustration and not as a limitation, the Neighborhood Association may enter into contracts for telecommunication systems and services, including the provision of bulk rate services to the extent permissible by law. Bulk rate services may include local and long distance telephone, cable television, high-speed internet and security monitoring services, provided, however, any such contracts, franchises or service agreements shall not violate the provisions of Article XII. The Neighborhood Association shall provide for payment of the cost

and expense of such services by assessment pursuant to Article VII, or provide for direct billing to each Owner or Neighborhood Association.

(h) Constructing improvements on Neighborhood Common Property and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Article V).

(i) At the sole option and discretion of the Board, employment of attendants and other personnel, maintenance of control centers for the protection of persons and property within the Neighborhood Property, installation, operation and maintenance of communication systems by the Neighborhood Association or a contractual designee of the Neighborhood Association, and assistance in the apprehension and prosecution of persons who violate any applicable laws within the Neighborhood Property.

(j) The Board shall have the right, in its discretion, to enter into contracts on behalf of the Neighborhood Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general. The terms of any such contracts shall be negotiated by the Board in its discretion. It is specifically contemplated that the Board may (but shall not be required to) enter into a contract with a management company for the purpose of managing the day-to-day affairs of the Neighborhood Association and for carrying out the Neighborhood Association's maintenance obligations with respect to the Neighborhood Common Property. It is also contemplated that the Board may (but shall not be required to) enter into (i) a lease or other use agreement which will allow Owners to access amenities and other facilities located within or without the Neighborhood Property which are not part of the Common Area, (ii) one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Neighborhood Property, and/or (iii) such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Neighborhood Association shall constitute Common Expenses.

5.2 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and the consent of Neighborhood Declarant (to the extent Neighborhood Declarant still owns any portion of the Neighborhood Property), the Board shall have the power and authority to mortgage the property of the Neighborhood Association and to pledge the revenues of the Neighborhood Association as security for loans made to the Neighborhood Association which loans shall be used by the Neighborhood Association in performing its functions.

5.3 Conveyance by Neighborhood Association. Subject to the provisions hereof, the Neighborhood Association shall be empowered to delegate or convey any of its functions or Neighborhood Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and, to the extent Neighborhood Declarant still owns any

portion of the Neighborhood Property, by the Neighborhood Declarant, which approval may be withheld by the Neighborhood Declarant in its sole discretion.

5.4 Security. The Neighborhood Association may, but shall not be obligated to, maintain or support various activities within the Neighborhood Property which are intended to foster or promote safety or security. For example, the Neighborhood Association may engage an attendant to monitor or control pedestrian and vehicular traffic at any gated entry to the Neighborhood Property, in addition to performing other functions on or about the Neighborhood Property. Any such attendant shall be a gate attendant only, however, and shall not be deemed a security guard, and in no event shall the Neighborhood Association or the Neighborhood Declarant in any way be considered insurers or guarantors of security within the Neighborhood Property, nor shall either of them be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about the Neighborhood Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that any person acting as a gate attendant shall provide security services or prevent unauthorized persons from entering upon the Neighborhood Property. Each Owner therefore acknowledges, understands and agrees that the Neighborhood Declarant, the Neighborhood Association, and its officers and directors are not insurers and that each person entering upon the Neighborhood Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties.

## ARTICLE VI. TOWNHOME RESIDENCES

### 6.1 Party Walls.

6.1.1 General Rules of Law to Apply. To the extent not inconsistent with this Section 6.1, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.

6.1.2 Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the Party Wall and shall be a lien against their respective Lots as provided hereafter.

6.1.3 Repair and Restoration. If a Party Wall is destroyed or damaged or requires structural repair, the Neighborhood Association in the exercise of its reasonable discretion shall either restore, repair or replace said Party Wall, and each Owner sharing said Party Wall shall be jointly and severally liable to the Neighborhood Association for the cost thereof without prejudice, however, to the right to any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Neighborhood Association shall have the right to enter on the Lot of any Owner sharing a Party Wall during normal working hours and

after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Neighborhood Association or any Owner of a Townhome Residence sharing a Party Wall shall have the right to enter the Townhome Residence of another Owner sharing that Party Wall, without notice, to make emergency repairs. Any and all costs incurred by the Neighborhood Association pursuant to this Section 6.1 for which an Owner is responsible for reimbursing the Neighborhood Association shall constitute an individual Neighborhood Assessment for which the Neighborhood Association shall have lien rights and all other enforcement rights in favor of the Neighborhood Association for enforcing the payment of other Neighborhood Assessments. No bids need to be obtained by the Neighborhood Association for any such work and the Neighborhood Association shall designate the contractor in its sole discretion. All sums due the Neighborhood Association pursuant to this Section 6.1 shall be due and payable immediately upon demand by the Neighborhood Association.

6.1.4 Weatherproofing. Notwithstanding any other provision of this Section 6.1, any Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.1.5 Easement for Repair, Maintenance and Replacement. The Neighborhood Declarant hereby reserves unto itself and hereby further grants to the Neighborhood Association and to each Owner of a Townhome Residence a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing any Party Wall forming a part of such Townhome Residence.

## 6.2 Common Roofs.

6.2.1 General Rules of Law to Apply. To the extent not inconsistent with this Section 6.2, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

6.2.2 Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Common Roof shall be shared equally by the Owners who make use of the Common Roof and shall be a lien against their respective Lots as provided hereafter.

6.2.3 Repair and Restoration. If a Common Roof is destroyed or damaged or requires structural repair, the Neighborhood Association in the exercise of its reasonable discretion shall either restore, repair or replace said Common Roof, and each Owner sharing said Common Roof shall be jointly and severally liable to the Neighborhood Association for the cost thereof without prejudice, however, to the right to any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Neighborhood Association shall have the right to enter on the Lot of any Owner sharing a Common Roof during normal working hours and after reasonable notice to perform its obligations

arising hereunder; provided, however, that in the event of an emergency, the Neighborhood Association or any Owner of a Townhome Residence sharing a Common Roof shall have the right to enter the Townhome Residence of another Owner sharing that Common Roof, without notice, to make emergency repairs. Any and all costs incurred by the Neighborhood Association pursuant to this Section 6.2 for which an Owner is responsible for reimbursing the Neighborhood Association shall constitute an individual Neighborhood Assessment for which the Neighborhood Association shall have lien rights and all other enforcement rights in favor of the Neighborhood Association for enforcing the payment of other Neighborhood Assessments. No bids need to be obtained by the Neighborhood Association for any such work and the Neighborhood Association shall designate the contractor in its sole discretion. All sums due the Neighborhood Association pursuant to this Section 6.2 shall be due and payable immediately upon demand by the Neighborhood Association.

**6.2.4 Easement for Repair, Maintenance and Replacement of Common Roof.**

The Neighborhood Declarant hereby reserves unto itself and hereby grants to the Neighborhood Association and to each Owner of a Townhome Residence a nonexclusive easement and right of ingress and egress in, under, over and across any adjoining Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Roof over such Townhome Residence.

**ARTICLE VII.**  
**NEIGHBORHOOD ASSESSMENTS**

**7.1 Purpose of Neighborhood Assessments.** The Neighborhood Assessments levied by the Neighborhood Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Neighborhood Property, to pay the Neighborhood Common Expenses, for the improvement, preservation, and maintenance of the Neighborhood Common Area, for the purposes set forth in Article V hereof, and as otherwise provided in this Neighborhood Declaration. All assessments, fees and other obligations of Owners pursuant to this Article VII are separate from and in addition to any assessments, fees and obligations of Owners to the Master Association pursuant to the terms of the Master Declaration.

**7.2 Creation of the Lien and Personal Obligations of Neighborhood Assessments.** Each Owner of any Lot or Residential Unit shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed, pay the following fees and assessments (collectively, "Neighborhood Assessments") to the Neighborhood Association: (i) Initiation Fees, (ii) Annual Assessments, (iii) Special Assessments, (iv) Special Operating Assessments, (v) CIAC Assessments, (vi) Individual Assessments, (vii) Reserve Assessments, and (viii) Townhome Maintenance Assessments (as to Townhome Residences only); all fixed, established and collected from time to time as hereinafter provided. All of the aforementioned Neighborhood Assessments, together with interest thereon and costs of collection thereof, including costs and reasonable attorneys' fees, shall constitute Neighborhood Assessments hereunder and shall be a charge and a continuing lien as provided herein on the real property and improvements of the Owner against whom each Neighborhood Assessment is made. Each such Neighborhood Assessment, together with such interest thereon and costs of collection shall also be the personal obligation of the person who was the Owner of such real property at the time

when the Neighborhood Assessment first became due and payable. The liability for Neighborhood Assessments may not be avoided by waiver of the use or enjoyment of any Neighborhood Common Area or by the abandonment of the property against which the Neighborhood Assessment was made. In the case of co-ownership of Lot(s) or Residential Unit(s), all of such co-owners shall be jointly and severally liable for the entire amount of the Neighborhood Assessment.

**7.3 Initiation Fees.** At the closing of the sale of each Residential Unit, the purchaser thereof shall pay an Initiation Fee to the Neighborhood Association, which shall be used by the Neighborhood Association to offset administration costs in connection with or the change in membership as well as pay operating or any other expenses of the Neighborhood Association. The Initiation Fee shall be in such amount as may be set by the Board from time to time, and shall apply uniformly to all Residential Units.

**7.4 Annual Assessment.** The Annual Assessments levied by the Neighborhood Association against all Lots and Residential Units owned by Class A or Class B Members shall be used exclusively for the improvement, maintenance, enhancement and operation of the Neighborhood Common Area (including but not limited to the Surface or Stormwater Water Management System) and to provide services which the Neighborhood Association is authorized or required to provide, including, but not limited to, the payment of taxes and insurance, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, the payment of principal, interest and any other charges connected with loans made to or assumed by the Neighborhood Association for the purpose of enabling the Neighborhood Association to perform its authorized or required functions and to the payment of any other Neighborhood Common Expenses, and the establishment of reserves for matters not included within Reserve Assessments.

**7.5 Special Assessments.** In addition to the other Neighborhood Assessments provided herein, the Neighborhood Association may levy in any assessment year upon each Lot or Residential Unit owned by a Class A or Class B Member a Special Assessment for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a capital improvement upon Neighborhood Common Areas or easements including the necessary fixtures and personal property related thereto or for emergency purposes; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of any meeting called for the purpose of making the levy of a Special Assessment shall be sent to all Members at least fifteen (15) days, but no more than sixty (60) days in advance of the meeting.

**7.6 Special Operating Assessments.** In addition to the other Neighborhood Assessments provided herein, the Neighborhood Association may levy in any assessment year upon each Lot or Residential Unit one or more Special Operating Assessments for the purpose of funding any deficiency in the operating budget of the Neighborhood Association. Special Operating Assessments may be levied by the Board of Directors of the Neighborhood Association only under circumstances where all Lots (whether owned by Class A or Class B Members) are subject to full Annual Assessments (i.e., the Neighborhood Declarant is not

subject to reduced Neighborhood Assessments as permitted by Section 7.12 below but is paying full Neighborhood Assessments) and an operating deficit nonetheless exists.

**7.7 CIAC Assessments.** In addition to the other Neighborhood Assessments provided for herein, the Neighborhood Association shall have the right to collect a recurring Neighborhood Assessment as a contribution in aid of construction ("CIAC Assessment"). The first CIAC Assessment (the "Initial CIAC Assessment") with respect to any Lot shall be in the initial amount of FIVE HUNDRED AND NO/00 DOLLARS (\$500.00) per Lot (which sum may be adjusted from time to time by the Neighborhood Association but in no event to an amount which would exceed one hundred twenty-five percent (125%) of the corresponding CIAC Assessment in effect during the prior fiscal year) and shall be due and payable by the purchaser or grantee at the time of the first conveyance of the fee simple title to the Lot by the Neighborhood Declarant to an Owner other than the Neighborhood Declarant. All Initial CIAC Assessments shall, upon receipt by the Neighborhood Association, be promptly disbursed to the Neighborhood Declarant to be used solely for the reimbursement of hard and soft costs associated with the construction of recreational facilities and other Neighborhood Common Area improvements within the Property for the benefit of the Owners, their families and guests. Each ensuing purchaser or grantee of fee simple title to a Lot shall pay to the Neighborhood Association an additional CIAC Assessment (the "Supplemental CIAC Assessment") in the amount of one-half (1/2) of the then established Initial CIAC Assessment, which will be set aside by the Neighborhood Association for the purpose of maintenance, repair and replacement of the recreational facilities and other Neighborhood Common Area improvements, or for such other purposes as the Board of Directors may approve from time to time at a duly called meeting.

**7.8 Individual Assessments.** The Neighborhood Association may impose Individual Assessments as specifically provided elsewhere in this Neighborhood Declaration. In addition, the Neighborhood Association may impose an Individual Assessment upon any Owner whose use or treatment of Neighborhood Common Area, Lot(s) or Residential Unit(s) is not in conformance with the standards as adopted by the Neighborhood Association or which increases the maintenance cost to the Neighborhood Association above that which would result from compliance by the Owner with the restrictions imposed by this Neighborhood Declaration. The amount of Individual Assessments shall be equal to the cost incurred plus twenty-five percent (25%) of such cost for administration. Individual Assessments may be approved by the Board without a vote of the membership and may be enforced in the manner provided for any other Neighborhood Assessment. Notwithstanding anything herein to the contrary, Individual Assessments may not be levied against Class B Members.

**7.9 Reserve Assessments.** The Neighborhood Association shall have the power to levy and collect Reserve Assessments in order to establish reserves for any purposes authorized or provided in this Neighborhood Declaration, and shall have the duty to levy and collect Reserve Assessments for the repair and replacement of other Neighborhood Common Property and amenities of the Neighborhood Association to the extent reasonably determined by the Board, which shall be assessed as determined in the reasonable discretion of the Board without a vote of the membership, and collected as provided in this Article VII.

**7.10 Townhome Maintenance Assessments.** The Neighborhood Association shall have the power to levy and collect Townhome Maintenance Assessments against Owners of

Townhome Residences for the purposes described in Section 8.2 hereof, and any other purpose which benefits only the Owners of Townhome Residences. Owners of Detached Residences shall not be liable for Townhome Maintenance Assessments.

**7.11 Date of Commencement of Annual Assessments; Due Dates.** Annual Assessments shall be payable in advance in quarterly installments or in such other installments as are determined by the Board of Directors. Prior to January 1 of each year, the Board shall set the amount of the Annual Assessment for all assessable items by estimating the sum necessary to fulfill the obligations and purposes of said Annual Assessment. Written notice of the Annual Assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board. The Annual Assessment shall be prorated in the quarter of purchase.

**7.12 Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the Annual Assessment shall be in an amount as set forth in the Neighborhood Association budget with respect to the Residential Unit type (i.e., Townhome Residence or Detached Residence). The Annual Assessments provided for herein shall be due and payable in advance in equal quarterly installments on the first day of each calendar quarter, or such other period as may be approved by the Neighborhood Association. The foregoing Annual Assessment is in addition to any and all assessments and other financial obligations which an Owner may have to the Neighborhood Association.

From and after January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the maximum Annual Assessment may be increased each year: (a) upon approval by a majority of the Neighborhood Association's board of directors without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually, or (b) upon approval of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) per year, compounded annually, as hereinabove provided.

The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

**7.13 Lakefront Lot Assessments.** In addition to the assessments and fees above, Lakefront Lots (as defined in Article XVII) shall be subject to Lakefront Lot Assessments (as defined and for the purposes described in Section 17.12). The Lakefront Lot Assessments shall not be included in the calculation of the Maximum Annual Assessment applicable Lakefront Lots. Lakefront Lot Assessments shall be allocated among Lakefront Lot Owners as provided in Section 17.12 and may be collected at such intervals as the Board deems necessary or convenient.

**7.14 Assessment of Neighborhood Declarant.** Notwithstanding any provision of this Neighborhood Declaration, the Articles of Incorporation or the Bylaws of the Neighborhood Association to the contrary, for as long as there are Class B Members in the Neighborhood Association, the Neighborhood Declarant(s) shall not be obligated to pay any Neighborhood Assessments of any kind on any property owned by the Neighborhood Declarant; provided, that the Neighborhood Declarant shall be obligated for the difference between (i) the amount of

Neighborhood Assessments levied on all Lots and Residential Units subject to assessment and (ii) the amount of actual expenditures required to operate the Neighborhood Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or any combination thereof. The Neighborhood Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Neighborhood Declarant or other entities for the payment of some portion of the Neighborhood Common Expenses. Notwithstanding anything in this Neighborhood Declaration to the contrary, upon termination of the Class B Membership in the Neighborhood Association, as hereinabove provided, so long as the Neighborhood Declarant continues to fund the operating deficit, as aforesaid, the Neighborhood Declarant shall not be obligated to pay any Neighborhood Assessments of any kind against any Lots or Residential Units owned by the Neighborhood Declarant.

**7.15 Duties of the Board Regarding Rosters.** The Board shall prepare a roster of Owners and Neighborhood Assessments applicable thereto which shall be kept in the office of the Neighborhood Association or its manager and shall be open to inspection by any Owner. Written notice of the Neighborhood Assessments shall thereupon be sent to every Owner subject thereto. The Neighborhood Association shall, upon demand, at any time, furnish to any Owner liable for said Neighborhood Assessments a certificate in writing signed by an officer of the Neighborhood Association, setting forth whether said Neighborhood Assessments have been paid. Such certificate shall be *prima facie* evidence of payment of any Neighborhood Assessment therein stated to have been paid.

**7.16 Determination of Allocation of Annual Assessments.** The number of Lots and Residential Units used for the calculation of Annual Assessments shall be determined as of the ownership of record thirty (30) days prior to the commencement of the fiscal year of the Neighborhood Association and once so determined shall be controlling for the entire fiscal year.

**7.17 Remedies of Neighborhood Association for Nonpayment of Neighborhood Assessments.** Any Neighborhood Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Neighborhood Association may bring an action at law against the Owner personally obligated to pay the same, and/or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing any notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees, together with a management and administrative expense of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per occurrence, shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Neighborhood Association any Neighborhood Assessments which become due during the period of foreclosure. The Neighborhood Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot or Residential Unit as Owner thereof. No Owner may waive or otherwise escape liability for the Neighborhood Assessments provided herein by nonuse of the Neighborhood Common Area or the Lot(s) or Residential Unit(s) owned. Any suit to recover a money judgment for unpaid expenses and Neighborhood Assessments hereunder shall not be deemed to be a waiver of the lien securing the same.

**7.18 Subordination of the Lien to First Mortgages.** The lien of the Neighborhood Assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot or Residential Unit shall not affect the Neighborhood Assessment lien. However, the sale or transfer of any Lot or Residential Unit pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Neighborhood Assessments as to payments which became due prior to such sale or transfer, but shall not extinguish the personal obligation of the Owner who shall remain liable for same. If uncollected, however, such unpaid Neighborhood Assessments shall be deemed a Neighborhood Common Expense of the Neighborhood Association and collectible from all Owners, pro rata, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot or Residential Unit from the lien for Neighborhood Assessments thereafter becoming due.

**7.19 Prohibited Uses of Neighborhood Assessments.** Notwithstanding anything to the contrary contained herein, expressly, by implication, or otherwise, the Neighborhood Association shall not have the power or authority to use, make, levy, impose, enforce, or collect any Neighborhood Assessment for the purpose, in whole or in part, of financing the prosecution of or otherwise supporting actual or contemplated litigation against the Neighborhood Association, the Neighborhood Declarant or any of its officers or directors, with respect to matters relating to the development, construction or operation of the real property described or depicted on the Plat. Any attempted Neighborhood Assessment for the foregoing purpose shall be null and void and all Lots and Residential Units within the Neighborhood Property are hereby exempted and exonerated from any such Neighborhood Assessment.

7.20 Exempt Property. All Dedicated Area and all Neighborhood Common Area shall be exempted from the Neighborhood Assessments, charges and liens created herein.

7.21 Collection of Neighborhood Assessments. Except as hereinafter expressly provided, Neighborhood Assessments allocated to any Lot or Residential Unit shall be billed by the Neighborhood Association and collected by the Neighborhood Association. The Owners shall be liable for the payment of the Neighborhood Assessments. Nothing herein shall be deemed a waiver by the Neighborhood Association of any independent right of lien and collection against any Owner, and the Neighborhood Association may at any time invoice and proceed directly against an Owner for Neighborhood Assessments owed hereunder.

7.22 Municipal Service Taxing Units. The Neighborhood Property may be subject to Municipal Service Taxing Units or similar tax assessment mechanisms ("MSTU's") for maintenance of drainage facilities, street lighting and other similar improvements serving the Neighborhood Property, whether such MSTU's exist on the effective date of this Neighborhood Declaration or are created in the future at the request of the Neighborhood Declarant, the Neighborhood Association or applicable governmental authorities, and may be subject to Neighborhood Assessments levied by the Neighborhood Association for such purposes pending the creation of and/or funding of MSTU's. The Neighborhood Declarant is hereby empowered to request that such MSTU's be created, and to subject each and every Lot or Residential Unit to tax assessments necessary to provide for the maintenance of said Dedicated Areas, drainage facilities, street lighting and other similar improvements. The Neighborhood Association is hereby empowered to subject each and every Lot or Residential Unit to Neighborhood

Assessments by the Neighborhood Association for the purpose of providing for the maintenance of said drainage facilities, street lighting and other similar improvements pending the creation and/or funding of MSTU's for such purposes. Each Owner of a Lot or Residential Unit by acceptance of the deed of conveyance therefor, whether or not it shall be so expressed in such deed, hereby agrees to such Lot or Residential Unit being subjected to assessments for MSTU's or other similar entities or devices for such purposes, and to the taxes and charges imposed thereby, and hereby agrees to support requests for such MSTU's to be formed and hereby agrees to not object thereto, whether verbally or in writing.

## ARTICLE VIII. **MAINTENANCE, REPAIR, AND OTHER RESPONSIBILITIES**

8.1 Exterior Maintenance. Other than as specifically set forth in this Neighborhood Declaration, each Owner shall be responsible for maintaining such Owner's Lot, the exterior of the Residential Unit located thereon and the exterior of all other improvements located thereon in a neat and attractive manner and as provided elsewhere herein. The Owners' maintenance obligations shall include, but shall not be limited to, maintaining, repairing and replacing all sidewalks located on such Owner's Lot, as well as mowing the grass on any landscape area located between the roadway and the sidewalk abutting such Owner's Lot. To the extent that any Owner, or any of such owner's agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Neighborhood Association is obligated to maintain, repair and/or replace, then any cost incurred by the Neighborhood Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an Individual Assessment, which shall be subject to the same collection, lien and lien enforcement rights in favor of the Neighborhood Association as exist for other Neighborhood Assessments.

8.1.1 Hazard Insurance. Unless the Neighborhood Association elects to maintain hazard insurance pursuant to the terms of Section 8.2.5, the following provisions shall apply:

(a) Each Owner of a Townhome Residence shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Townhome Lot and shall provide a certificate evidencing such insurance to the Neighborhood Association with payment of the annual assessment for such Townhome Lot and at other times upon request of the Board. The insurance policy shall name the Neighborhood Association as an additional insured. In the event of a casualty loss, the Neighborhood Association shall be entitled to file a claim on such insurance policy for the cost of any repair or reconstruction to the Townhome Lot and improvements thereon which is the Neighborhood Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Neighborhood Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Neighborhood Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Neighborhood Association each to repair and replace those portions of the

Townhome Lot and improvements thereon which are their respective responsibilities.

(b) In the event that an Owner of a Townhome Residence fails to obtain such insurance or permits such insurance to lapse, the Neighborhood Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof, plus interest at the highest rate allowable under law, to the Owner and the Owner's Townhome Lot as an Individual Assessment. In the absence of sufficient insurance on any Townhome Lot, the Neighborhood Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of the Owner's Townhome Lot, to the extent of such insufficiency. Alternatively, the Neighborhood Association may perform required repairs, whether the responsibility of the Neighborhood Association or the Owner, and assess all costs, plus interest at the highest rate allowable under law, to the Owner and the Owner's Townhome Lot as an Individual Assessment.

8.2 Townhome Maintenance. Notwithstanding Section 8.1 above, the Neighborhood Association:

8.2.1 shall maintain the Common Roofs, Party Walls, exterior surfaces of and fire sprinkler systems (if any) within all of the Townhome Buildings;

8.2.2 shall maintain the grass, irrigation, lighting, landscaped areas, and alleys from time to time located around the Townhome Buildings in a neat and attractive manner;

8.2.3 shall provide for termite control for all Townhome Buildings;

8.2.4 may (but shall not have the obligation to) maintain any other improvements or personality located in the vicinity of the Townhome Buildings which generally serve only the Townhome Buildings, Townhome Residences or Owners of Townhome Residences, as determined in the discretion of the Board of Directors;

8.2.5 may (but shall not have the obligation to) maintain hazard insurance on the Townhome Buildings in such amounts and with such companies as the Neighborhood Association may determine in its reasonable discretion. Notwithstanding the foregoing or anything else in this Neighborhood Declaration to the contrary, each Owner of a Townhome Residence, and any tenant of any such Owner, shall be solely responsible for obtaining (i) such liability insurance as may be necessary to protect such Owner or tenant (as the case may be) against claims typically covered by liability insurance and (ii) such other insurance as may be necessary to insure such Owner's or such tenant's personal property, as the case may be;

8.2.6 may (but shall not have the obligation to) provide for any reserves for the repair and replacement of Common Roofs, Party Walls, or other improvements or personality specific to the Townhome Buildings, as the Neighborhood Association deems necessary or desirable; and

8.2.7 may (but shall not have the obligation to) procure any such further products or services which the Neighborhood Association deems necessary or desirable with respect to the Townhome Buildings, as determined in the exercise of the Neighborhood Association's Board of Directors' reasonable discretion.

The above services and obligations collectively constitute "Townhome Maintenance". All costs incurred in connection with Townhome Maintenance shall be assessed against only the Owners of Townhome Residences, as Townhome Maintenance Assessments payable by the Owners of Townhome Residences, shall constitute a lien against such Owners' Townhome Residences, and may be collected in the manner generally provided for Neighborhood Assessments elsewhere in this Neighborhood Declaration.

8.3 Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Residential Unit in a neat and sanitary manner. Other than as specifically provided in Section 8.2 above with respect to Townhome Residences, the Neighborhood Association shall not be in any way responsible for any such interior maintenance nor shall the Neighborhood Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Neighborhood Association in this Neighborhood Declaration. Notwithstanding anything in this Neighborhood Declaration to the contrary, each Owner shall be responsible for the condition of and the maintenance of such Owner's Lot, Residential Unit and any and all other improvements from time to time located on such Owner's Lot other than to the extent any of such maintenance obligations are specifically allocated to the Neighborhood Association in this Neighborhood Declaration.

8.4 Management of Non-Owner Occupied Residential Units. In the event that any Owner hires a Manager to manage or lease such Owner's Residential Unit, or in the event that any Owner's Manager changes, such Owner shall deliver written notice thereof to the Neighborhood Association, specifying the following information:

8.4.1 The complete name and mailing address of the Manager;

8.4.2 The telephone number, fax number and e-mail address of the Manager, to the extent applicable;

8.4.3 If the Manager is a company, the name of an individual at the company who is responsible for the account; and

8.4.4 The name and telephone number of a contact person at the Manager who should be notified in the event of an emergency involving the Residential Unit, if different than set forth above.

Upon receipt of the foregoing information, the Neighborhood Association shall notify the Manager in writing of the existence of the Master Declaration and this Neighborhood Declaration, and shall deliver copies of such documents to the Manager together with copies of any rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Manager shall be required to acknowledge receipt of such documents and to acknowledge its

obligation to comply with such documents in connection with its management or leasing of the Residential Unit.

8.5 Rental of Residential Units. In the event that any Owner or Manager rents or leases a Residential Unit to a tenant or lessee (a "Tenant"), such Owner or Manager, as applicable, shall deliver written notice thereof to the Neighborhood Association, specifying the following information:

8.5.1 The complete name and mailing address of the Tenant; and

8.5.2 The telephone number, fax number and e-mail address for the Tenant, to the extent applicable.

Upon receipt of the foregoing information, the Neighborhood Association may notify the Tenant in writing of the existence of the Master Declaration and this Neighborhood Declaration, and shall deliver copies of such documents to the Tenant together with copies of any rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Tenant shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its rental of the Residential Unit.

8.6 Wetlands Maintenance, Mitigation Or Monitoring. If wetlands maintenance, mitigation or monitoring is required by the Water Management District or any other governmental authority as a condition of approval of any permit now or hereafter in effect with respect to the Neighborhood Property, the Neighborhood Association shall perform all such maintenance, mitigation or monitoring activities as may be required thereby, including but not limited to meeting all permit conditions associated with such wetlands maintenance, mitigation and monitoring.

## ARTICLE IX. PROPERTY RIGHTS IN COMMON AREAS; OTHER EASEMENTS

9.1 Members Easements. Each Member, and each tenant, and every agent and invitee of such Member or tenant, shall have a nonexclusive permanent and perpetual easement over and upon the Neighborhood Common Area for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Neighborhood Association.

Such rights of use and enjoyment are hereby specifically made subject to the terms of this Neighborhood Declaration, including without limitation the following:

9.1.1 the right and duty of the Neighborhood Association to levy Neighborhood Assessments against Lots or Residential Units for the purpose of maintaining the Neighborhood Common Area and facilities, as well as other improvements, in compliance with the provisions of this Neighborhood Declaration and the governing documents of the Neighborhood Association;

9.1.2 the right of the Neighborhood Association to suspend the Member's and/or Owner's voting rights for any period during which any Neighborhood Assessment

against his Lot or Residential Unit remains unpaid, and for any infraction of the Neighborhood Association's rules and regulations; and

9.1.3 the right of the Neighborhood Association to adopt at any time and from time to time and enforce Neighborhood Rules and Regulations governing the use of the Neighborhood Common Area and all facilities at any time situated thereon, and the right to charge usage fees pursuant to Section 5.1(d) hereof, so long as the same are not in contravention of the provisions of the Master Declaration or the rules and regulations of the Master Association. Any Neighborhood Rule and/or Regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Neighborhood Declaration.

**9.2 Utility Easements.** The Neighborhood Association shall have the right to grant permits, licenses, and easements over the Neighborhood Common Area for utilities, access, drainage and other purposes reasonably necessary or useful for the proper maintenance or operation of the Neighborhood Property. In addition, easements over, upon, under, through and across the Neighborhood Common Area are reserved to the Neighborhood Association and the Neighborhood Declarant, and may be declared or granted from time to time by the Neighborhood Declarant during any period that the Neighborhood Declarant shall own at least one Lot, for such further utility, access or drainage easements over and across the Neighborhood Property as may be required from time to time to serve any other or additional lands during the course of development of same, whether such additional lands become subject to the jurisdiction of the Neighborhood Association and part of the Neighborhood Property or not. Regarding any easement declared by the Neighborhood Declarant, the joinder of the Neighborhood Association or any Lot Owner or Lot Owner's mortgagee shall not be required, but such easement shall not encumber that portion of a Lot on which a Residence (including pool and pool deck, if applicable) has been constructed.

**9.3 Drainage Easements.** Drainage Easements have been declared and reserved on the Plat. Alteration, obstruction or removal of any drainage swales or drainage control facilities or structures other than by or on behalf of the Neighborhood Declarant and/or the Neighborhood Association is expressly prohibited. The Neighborhood Association may repair, replace and maintain such drainage swales, facilities and structures as it deems necessary and/or desirable. The Neighborhood Declarant hereby reserves and grants an easement and license to itself, the Neighborhood Association and the Water Management District over, upon and across the Neighborhood Common Area and all portions of Neighborhood Property containing the Surface or Stormwater Management System (whether within Lots or Neighborhood Common Area) in order to facilitate and accomplish the foregoing. Further, no Owner shall place, erect or construct any improvements or otherwise permit anything to occur within any Drainage Easement area or within the Surface or Stormwater Management System which would in any way affect said Drainage Easement or Surface or Stormwater Management System, or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by the Neighborhood Declarant or the ARC and, if required, the Water Management District.

**9.4 Conservation Easements.** The Neighborhood Declarant reserves the right to grant easements and development rights to qualified grantees, including without

limitation, the county or municipal government, and/or the applicable Water Management District having jurisdiction, over, upon and across the Neighborhood Common Area. There shall be no construction, clearing or grading in any area which is encumbered by a conservation easement, without approval from applicable governmental entities.

**9.5 Easements for Construction, Maintenance and Performance of Obligations.** Each Owner of a Townhome Residence hereby grants to the Neighborhood Association, the Neighborhood Declarant, each Owner of the Townhome residence immediately adjoining the granting Owner's Lot, and all of their respective successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Townhome Residence to the extent reasonably necessary for the purpose of constructing, maintaining, repairing and replacing any improvements from time to time located on or to be constructed on any Lot abutting such granting Owner's Lot.

In addition, each Owner of a Townhome Residence hereby grants to the Neighborhood Association and the Neighborhood Association's successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Townhome Residence to the extent reasonably necessary for the purpose of allowing the Neighborhood Association to perform any and all of the Neighborhood Association's rights and/or obligations arising under this Neighborhood Declaration or elsewhere, including, but not limited to, the Neighborhood Association's maintenance, repair and replacement obligations with respect to Lots containing Townhome Residences (such as lawn, landscaping and irrigation maintenance, repair, and replacement obligations), the Neighborhood Association's obligations regarding Common Roofs and Party Walls of Townhome Buildings, and the Neighborhood Association's right to perform emergency repairs on any Lot.

In addition, each Owner of a Detached Residence hereby grants to the Neighborhood Association and the Neighborhood Association's successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot to the extent reasonably necessary for the purpose of allowing the Neighborhood Association to perform any and all of the Neighborhood Association's rights and/or obligations arising under this Neighborhood Declaration or elsewhere, including, but not limited to, the Neighborhood Association's right to perform maintenance or repairs on any Lot to the extend permitted by this Neighborhood Declaration.

9.6 The Neighborhood Declarant's Offices. Notwithstanding anything in this Neighborhood Declaration to the contrary, the Neighborhood Declarant shall have the specific right to maintain (or have its designees maintain) upon any portion of the Neighborhood Common Area or upon any Lot owned by Neighborhood Declarant, for so long as it owns any Lot within the Neighborhood Property, sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Neighborhood Declarant and its successors, assigns, employees and contractors, for this purpose.

9.7 Additional Easements. Each Lot shall be subject to all easements as shown on the Plat.

9.8 Townhome Services Easement. There is hereby created a perpetual townhome services easement ("Townhome Services Easement") within the exterior sidewalls of all Townhome Buildings and under or through all of the Townhome Residences and the Townhome Lots for the use and benefit of the Neighborhood Association and the Townhome Lot Owners owning Townhome Residences within such Townhome Buildings. Each Owner, by accepting a deed to a Townhome Lot, understands and agrees that such Owner's Townhome Residence is subject to the Townhome Services Easement. This Townhome Services Easement is for installation, replacement, repair, maintenance, and monitoring of utility meters and lines for electricity, air conditioning refrigerant, telephone, fire safety protection systems (which may be located in floor joists or roof trusses), cable television and other telecommunication services. It shall be expressly permissible for the company providing a utility or service to the Townhome Lots to inspect, monitor, read meters, and install and maintain facilities and equipment on the exterior sidewalls of a building containing two or more attached Townhome Residences, and under or through all of the Townhome Residences and the Townhome Lots, and to insert and maintain wires and lines within conduits under or through all of the Townhome Residences and the Townhome Lots, provided that such service provider restores any disturbed area substantially to the condition existing prior to its activities. Unless maintenance, repairs, or replacement of underground facilities and equipment are required, and such service cannot be accomplished from the exterior of a Townhome Residence by removing such facilities and equipment from their respective conduits, then it shall be permissible for such utility or service provider to excavate such facilities and equipment and to perform any necessary maintenance, repairs or replacements, providing, thereafter, such company restores any disturbed area substantially to the condition existing prior to its activity. The Owner of the Townhome Residence floor surface shall have complete surface rights unless such maintenance, repairs, or replacements from the surface are necessary.

9.9. Wall Easements/Wall and Landscape Easements. Declarant reserves unto itself, its successor and assigns, and hereby grants perpetual wall easements along the rear boundary lines, and wall and landscape easements along the side boundary lines of certain lots as more particularly shown on the Plat for the use and benefit of the Neighborhood Association in maintaining the perimeter wall and any landscaping associated therewith. The Neighborhood Association shall be responsible for the maintenance and repair of the wall and the cleaning and painting of the exterior side of the wall, and any interior sides of the wall located on any Property owned and maintained by the Association, together with any landscaping located on the exterior side of the wall. Each Owner of a Lot encumbered by these easements shall be responsible for the maintenance and painting of the interior side of the wall and any landscaping located within

the easement area located on the interior on such Owner's Lot. Notwithstanding anything to the contrary contained herein, Owners shall not construct any improvements in the proximity of the wall or otherwise interfere with the Association's ability to maintain and repair the wall.

## ARTICLE X ARCHITECTURAL CONTROL

10.1 Master ARC. No building, fence, wall or any other structure shall be commenced, erected, or maintained upon the Neighborhood Property, nor shall any exterior addition to, change, alteration or repair therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee ("Master ARC") of the Master Association, pursuant to and to the extent required by the Master Declaration.

10.2 Neighborhood ARC. There is hereby established a Neighborhood Architectural Review Committee ("Neighborhood ARC"). Notwithstanding anything herein to the contrary, in no event shall the terms of this Section 10.2 in any way apply to the Neighborhood Declarant. The duties, powers and responsibilities of the Neighborhood ARC shall be as follows:

10.2.1 The Neighborhood ARC shall consist of three (3) or more persons designated by Neighborhood Declarant. At such time as Neighborhood Declarant no longer owns any real property within the Neighborhood Property (or earlier at Neighborhood Declarant's option), Neighborhood Declarant shall assign to the Neighborhood Association the rights, powers, duties and obligations of the Neighborhood ARC, whereupon the Board shall appoint the members of the Neighborhood ARC and shall provide for the terms of the members of the Neighborhood ARC. Members of the Neighborhood ARC need not be officers, directors or Members of the Neighborhood Association. A majority of the Neighborhood ARC may take any action of the Neighborhood ARC and may designate a representative to act for it. In the event of death, disability or resignation of any member of the Neighborhood ARC, a successor shall be designated as provided in this Section 10.2.

10.2.2 The Neighborhood ARC shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and landscaping aspects of the improvement or development of any individual Residential Unit or subdivision, tract, or parcel of land within the Neighborhood Property, other than for any architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development of any individual Residential Unit or subdivision tract or parcel of land within the Neighborhood Property by or on behalf of Neighborhood Declarant.

10.2.3 No building, wall, walk, dock, pool, enclosure or addition to a house or other structure shall be constructed, erected, removed or maintained nor shall any addition to nor any change or alteration therein be made until the plans 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 Neighborhood ARC. In approving or disapproving plans, the Neighborhood ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site

upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the Neighborhood ARC shall fail to specifically approve or disapprove the plans submitted in final and complete form, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

10.2.4 .There is specifically reserved unto the Neighborhood ARC, the right of entry and inspection upon any Residential Unit for the purpose of determination by the Neighborhood ARC as to whether there exists any construction of any improvement which violates the terms of any approval by the Neighborhood ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

10.2.5 The Neighborhood ARC has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Neighborhood Property may be given or withheld in the Neighborhood ARC's sole discretion and a prior grant of a similar waiver shall not impose upon the Neighborhood ARC the duty to grant new or additional requests for such waivers.

10.2.6 The Neighborhood Association, Neighborhood Declarant, Neighborhood ARC or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval or any other person or entity by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans or the taking of any action described in this Article X. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Neighborhood Association, Neighborhood Declarant or Neighborhood ARC or any officer, employee, director, shareholder, partner or member thereof.

## ARTICLE XI. **USE RESTRICTIONS**

11.1 Master Declaration. Every Owner and other occupant of a Lot or Residential Unit shall comply with the Master Declaration and the rules and regulations adopted by the Master Association to the extent applicable.

11.2 Signs. No sign of any kind shall be displayed in public view on the Neighborhood Property, except any sign used by the Neighborhood Declarant (that has been pre-approved by the Master Declarant) to advertise the company or builder, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior, nor on any Neighborhood Common Area, nor on any dedicated streets, drainage easement areas or any other dedicated areas, if any, nor on entryways or any vehicles within the Neighborhood Property, except such as are placed by the Neighborhood Declarant.

11.3 Grass. Subject to applicable laws, no type or variety of grass other than St. Augustine grass or a hybrid thereof shall be planted on any Lot, and such grass shall be fully planted on such areas where specified on any landscape plan approved by the ARC. Subject to applicable laws, the planting of grass on each Lot shall be accomplished by the installation of full sod covering the entire area required to be grassed. Partial sodding, sprigging, plugging, or seeding shall not be permitted, except to replace any dead sod.

11.4 Irrigation Systems. All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas.

11.5 Adoption of Additional Use Restrictions. The Board may adopt such additional use restrictions with respect to the Neighborhood Property as it may deem necessary or desirable upon the affirmative vote of a majority of the Directors in attendance at a meeting of the Board duly called for such purpose; provided, however, that no such additional use restrictions may be inconsistent with the Master Declaration and the rules and regulations adopted by the Master Association to the extent applicable. For purposes of this Article XI, use restrictions which are more stringent than those provided for pursuant to the Master Declaration shall be deemed consistent therewith.

11.6 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Article XI set or establish minimum standards which are in excess of those established by the Master Declaration or by governmental ordinances, regulations and requirements of applicable governmental authorities, including without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth in this Article XI shall take precedence and prevail over any such less stringent standards.

## ARTICLE XII. **COMMUNICATION SERVICES**

12.1 Communication Services. The Master Declarant, as of the date hereof, is contemplating the development of a central communications system for the Neighborhood Property, which may, but shall not be required to provide multi-channel video, high speed internet, cable television, security monitoring and/or voice communications systems and services, and other systems for sending and receiving data and/or other electronic or digital signals (collectively the "Communication Services"). However, as of the date hereof, no plans for Communication Services have been finalized. Each Owner acknowledges and agrees that the Master Declarant may enter into an agreement with an exclusive communications services provider ("Provider"), which Provider may be an affiliate, assignee or designee of the Master Declarant, for the provision of Communication Services, including the provision of bulk rate services to the extent permissible by law. One or more of the Communication Services may be offered as an optional service on an individual basis. If the Master Declarant determines to develop, or allow another person to develop, any or all of the Communication Services, all Owners must abide by and comply with the provisions of agreements for those Communication Services. The Master Declarant reserves for itself the exclusive right and power to enter into contracts for the construction, installation and provision of Communication Services and may grant exclusive rights to access or use to the Provider of the Communication Services, to the Property, and neither the Neighborhood Association, any Owner, any Voting Representative, nor the holder of any Mortgage on a Property Unit shall have the right to challenge same. All facilities located in the Neighborhood Property shall be wired and equipped for the Communication Services in accordance with the requirements in effect from time to time, and shall connect to and utilize the Communication Services installed in accordance with the terms of the agreement with the Provider. The Master Declarant may require that the Neighborhood Association enter into a bulk rate service agreement for the provision of one or more of the Communication Services with the Provider. In that event, the cost of such bulk rate service agreement shall be assessed as part of the Annual Assessment. Optional services offered by the Provider on an individual basis may be billed directly by the Provider to the Owner requesting such optional services

12.2 Nonliability for Actions. No individuals, whether the Owner, the Neighborhood Association, the holder of any Mortgage, nor any of their officers, directors, members, employees, agents, representatives, tenants, invitees, licensees, guests or assigns (hereinafter, individually referred to as the "Customer" and collectively referred to as the "Customers") shall hold the Provider or its representatives, successors or assigns, liable to any Person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or nonperformance of the Communication Services. Each Customer acknowledges that interruptions in Communication Services will occur from time to time. The Master Association (and its directors, members, officers, employees, agents and representatives), the Neighborhood Associations (and their directors, members, officers, employees, agents and representatives) and the Provider (and its directors, members, officers, employees, agents and representatives) shall not be liable for, and no Customer or user of the Communication Services shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Communication Services, regardless of whether or not such interruption is caused by reasons within the Provider's control.

## ARTICLE XIII. ENFORCEMENT

13.1 Compliance by Owners. Every Owner shall comply with the terms, provisions, restrictions and covenants set forth herein and any and all Neighborhood Rules and Regulations which from time to time may be adopted by the Neighborhood Association.

13.2 Enforcement. The Neighborhood Declarant, the Neighborhood Association, the Neighborhood Association's Board of Directors, each Owner, or any other party as specifically provided herein shall each have the right (but not the obligation) to enforce this Neighborhood Declaration and the covenants, restrictions and provisions hereof including without limitation bringing the actions and filing and foreclosing the liens described herein. If any person claiming by, through or under the Neighborhood Declarant, or its successors or assigns, or any other person or Owner, shall violate or attempt to violate any of the covenants herein contained, or any Neighborhood Rules and Regulations adopted pursuant hereto, it shall be lawful for the Neighborhood Declarant, the Neighborhood Association or any Owner to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including actions to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other amounts due for such violation. In addition to any other rights permitted at law or in equity, the Neighborhood Association shall have the right to suspend the use of the Neighborhood Common Area of any defaulting Owner, to fine such defaulting Owner, to lien such Owner's Lot, to foreclose such lien, all as more specifically set forth herein, and shall be entitled to take all other actions as may be more specifically set forth herein, in the Bylaws of the Neighborhood Association and as otherwise provided by law or in equity. Failure to enforce any covenant, restriction or provision hereof shall not be deemed a waiver to do so thereafter. The defaulting and/or offending Owner shall be responsible for all costs incurred in enforcement of this Neighborhood Declaration, including but not limited to, attorneys', paralegals' and legal assistants' fees, costs and expenses, related fees, costs and expense, court costs and witness and expert fees and costs, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

In addition, the Water Management District and the Master Association shall have the right to enforce this Neighborhood Declaration with respect to the operation and maintenance of the Surface Water Management System and the maintenance, mitigation and monitoring of any wetlands. Enforcement of the covenants, restrictions and provisions hereof may be accomplished by any proceeding at law or in equity, including without limitation, a civil action for damages, injunctive relief and to compel the Neighborhood Association to perform any of its obligations hereunder.

## ARTICLE XIV. DRAINAGE SYSTEM

14.1 Drainage Easements. Drainage flow shall not be obstructed or diverted from Drainage Easements or within the Surface or Stormwater Management System. The Neighborhood Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to the Neighborhood Association to be necessary to maintain reasonable standards of health, safety and appearance. The rights reserved hereunder shall extend to reasonable use of drainways on a Lot. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and

appearance but shall not include the right to disturb any improvements erected within the Neighborhood Property that are not located within the Surface or Stormwater Management System or within specific Drainage Easements designated on the plat of the Neighborhood Property or pursuant to this Neighborhood Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Neighborhood Association shall have the sole control over elevations and slopes within the Surface or Stormwater Management System and within Drainage Easements, and no Owner may alter any such elevations except upon written consent of the Neighborhood Association. No person shall alter drainage improvements within, or the drainage flow of, the Surface or Stormwater Management System, including buffer areas or swales, without the prior written approval of Water Management District and the Neighborhood Association

**14.2 Maintenance, Operation, and Repair of Stormwater Management System.** The Neighborhood Association shall operate, maintain, repair and manage the Stormwater Management System within the Neighborhood Property in accordance with the terms of this Neighborhood Declaration and in a manner consistent with all Water Management District permit requirements and rules, and shall assist in the enforcement of that portion of this Neighborhood Declaration which relate to the Stormwater Management System. The Neighborhood Association shall levy and collect adequate Neighborhood Assessments against the Members of the Neighborhood Association for the costs of maintenance and operation of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the Water Management District. The Neighborhood Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the Water Management District. Authorized personnel from any other applicable governmental authority, agency or utility authority shall be allowed to inspect public utilities during normal business hours or during emergency situations. The Neighborhood Association's ownership interest in the Surface Water Management System and easement rights with respect thereto shall be Neighborhood Common Property.

**14.3 Easement for Access and Drainage.** The Neighborhood Association shall have a perpetual nonexclusive easement over all areas of and immediately surrounding the Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Neighborhood Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water Stormwater Management System as required by the Water Management District. Additionally, the Neighborhood Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System.

## **ARTICLE XV.** **OTHER AGREEMENTS**

15.1 Development Agreement; Park Agreement. It is expressly acknowledged that the Neighborhood Property is currently subject to, encumbered by and/or benefited by various conditions, covenants and agreements contained or referenced in (i) that certain Development Agreement by and between Lake Nona Property Holdings, LLC, a Florida limited liability company, and Park Square Enterprises Inc., a Florida corporation, recorded on October 27, 2003, in Official Records Book 7167, Page 3361 of the Public Records of Orange County, Florida (the "Development Agreement") and (ii) that certain Park Agreement by and between Lake Nona Land Company, LLC, a Florida limited liability company, and Park Square Enterprises Inc., a Florida corporation, recorded on October 27, 2003, in Official Records Book 7167, Page 3377 of the Public records of Orange County, Florida (the "Park Agreement"), as the same may be amended from time to time.

15.2 Neighborhood Property Bound. Both the Development Agreement and the Park Agreement contain various covenants, agreements and/or conditions governing the development and use of the Neighborhood Property. All Owners of Lots or Residential Units, by acceptance of the title thereto, covenant and agree to be bound by all of the terms and provisions of the Development Agreement and the Park Agreement, and agree that the Neighborhood Declarant may assign to the Neighborhood Association any of its rights and obligations thereunder.

## **ARTICLE XVI.** **WATER MANAGEMENT DISTRICT REQUIREMENTS**

The provisions of this Article XVI are included for purposes of complying with various requirements of the Water Management District. The provisions of this Article XVI are intended to supplement and not replace the remaining provisions of this Neighborhood Declaration. However, in the event of any conflict between any provision of this Article XVI and any other provision of this Neighborhood Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article XVI will prevail. Furthermore, if so required by the Water Management District, the Neighborhood Declarant may amend this Article XVI as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Neighborhood Association.

16.1 Surface Water Management System. The Neighborhood Declarant has caused or will cause to be constructed within the Neighborhood Property, various drainage retention/detention areas and facilities. These drainage structures are part of the overall drainage plan for the Neighborhood Property. The Neighborhood Association shall have unobstructed ingress to and egress from all retention/detention facilities at all reasonable times to maintain said facilities in a manner consistent with its responsibilities as provided herein and any rules and regulations promulgated by the Neighborhood Association under authority thereof. No Owner or the Neighborhood Declarant shall cause or permit any interference with such access and maintenance. Notwithstanding any provision of this Neighborhood Declaration to the contrary, each Owner of a Lot shall be required to maintain any drainage swale or berm located on such Owner's Lot, and should any Owner fail to sufficiently maintain such swale or berm, the

Neighborhood Association shall have the authority to maintain the same and the cost of such maintenance shall be assessed against and become a debt of the said Owner and shall become immediately due and payable as provided for other assessments of the Neighborhood Association. No Owner shall utilize, in any way, any of the drainage facilities within the Neighborhood Property or incorporate such facilities in the Owner's development plans, without the express prior written consent of Neighborhood Declarant, the Neighborhood Association and the ARC.

16.2 Powers of the Neighborhood Association. The Neighborhood Association shall have all the powers set forth in Section 617 of the Florida Statutes.

16.3 Neighborhood Association Membership. All homeowners, lot owners, property owners, unit owners and golf course(s), if any, are members of the Neighborhood Association.

16.4 Neighborhood Association Existence. The Neighborhood Association shall exist in perpetuity; however, if the Neighborhood Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the Water Management District, may petition the Circuit Court of the County in which the Neighborhood Property is located to appoint a receiver or trustee to conduct the affairs and fulfil the obligations of the Neighborhood Association with respect to such applicable portions of the Neighborhood Common Property, or otherwise dispose of the Neighborhood Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Neighborhood Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Neighborhood Association and shall be assessed against its Members. If the Neighborhood Association has been dissolved, or if the Neighborhood Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

16.5 Maintenance and Ownership of the Surface Water Management System. The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Neighborhood Common Property of the Neighborhood Association. The Neighborhood Association shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the system.

16.6 Amendments. Any amendment proposed to these documents which would affect the Surface Water Management System, conservation areas or water management portions of the common areas will be submitted to the District for a determination of whether the amendment necessitates a modification of the Permit.

16.7 Duration. All rules and regulations pertaining to the Surface Water Management System shall remain in effect for a minimum of twenty-five (25) years and shall be automatically

renewed thereafter, unless a longer period is provided for elsewhere in this Neighborhood Declaration, and unless the property consisting of the Surface Water Management System has been conveyed as provided for in this Article XVI.

16.8 Wetland Mitigation. If wetland mitigation or monitoring is required the Neighborhood Association shall be responsible to carry out this obligation. It shall be the Neighborhood Association's responsibility to complete the task successfully, including meeting all Permit conditions associated with wetland mitigation, maintenance and monitoring, if any.

16.9 Permit Availability. Copies of SFWMD Permit issued with respect to the Neighborhood Property and any future SFWMD permit actions shall be maintained by the Neighborhood Association's Registered Agent for the Neighborhood Association's benefit.

16.10 Enforcement by the District. The District shall have the right to (i) take enforcement action, including a civil action for an injunction and penalties against the Neighborhood Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the Neighborhood Association, and (ii) at its option, if applicable, petition the Circuit Court as provided in Section 16.4 hereof.

16.11 Additional Property. The Neighborhood Association or the Neighborhood Declarant have the power to accept into the Neighborhood Association additional properties, that will utilize the same Surface Water Management System, as more particularly described in Article III hereof.

## ARTICLE XVII. PRIVATE DOCK EASEMENTS FOR LAKEFRONT LOTS

17.1 Imposition of Private Dock Easements. The provisions contained in this Article XVII shall be imposed only on Lots 172 through 182 as reflected on the Plat (the "Lakefront Lots"), and shall be in addition to the other covenants, conditions, and restrictions contained in this Neighborhood Declaration.

17.2 Location and Grant of Private Dock Easements. Neighborhood Declarant hereby reserves, establishes and grants a limited private access and use easement (the "Dock Easement") over, upon, under and through Dock Area Easement One, Dock Area Easement Two, Dock Area Easement Three, Dock Area Easement Four and Dock Area Easement Five, each of which is more particularly identified in Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "Dock Easement Areas"), in favor of certain Owners of Lakefront Lots (the "Lakefront Lot Owner(s)") for the limited purposes more specifically provided hereinbelow. Subject to the terms of this Article XVII, Dock Easements over, upon, under and through the Dock Easement Areas (and the respective Dock as defined below) are hereby granted in favor of the following Lakefront Lot Owners:

- Dock Easement Area One ..... Lakefront Lot Owners of Lots 172 and 173
- Dock Easement Area Two ..... Lakefront Lot Owners of Lots 174 and 175
- Dock Easement Area Three ..... Lakefront Lot Owners of Lots 176 and 177
- Dock Easement Area Four ..... Lakefront Lot Owners of Lots 178 and 179
- Dock Easement Area Five ..... Lakefront Lot Owners of Lots 180, 181 and 182

**17.3 Slip Assignment and Use – Dock Easement Areas One, Two, Three and Four.** Subject to Section 17.5, the provisions of this Section 17.3 shall apply only to Lakefront Lots benefited by Dock Easements granted with respect to Dock Easement Area One, Dock Easement Area Two, Dock Easement Area Three, and Dock Easement Area Four.

Included within the Dock Easement Area for each of Dock Easement Areas One, Two, Three and Four shall be an access walkway and a dock structure (a "Dock") which shall contain three (3) boat slips (each a "Boat Slip"). Each Lakefront Lot Owner of a Lot benefited by a Dock Easement shall be entitled to the exclusive use of the Boat Slip on the same side of the applicable Dock as such Lakefront Lot Owner's Lot (the "Specified Slip"). The third Boat Slip (the "Unassigned Slip") shall be reserved for temporary, daily use ("Temporary Use") by the Lakefront Lot Owners whose Lots are benefited by Dock Easement Area containing such Unassigned Slip, and such Lot Owners' permitted family members, solely on a first-come, first-serve basis, with no compensation paid or any overnight use permitted (the "Temporary Slip"). In the event such Lakefront Lot Owners enter into any separate use agreement that apportions the use of the Boat Slips or Dock other than as provided herein, including the conversion of the Temporary Slip to overnight or extended use ("Extended Use"), any such apportionment agreement shall automatically terminate upon the sale of either of the affected Lakefront Lots. Notwithstanding the foregoing apportionment or a Lakefront Lot Owner's failure to utilize the Dock Easement Area, Dock or Boat Slips, each Lakefront Lot Owner shall have joint and several liability with respect to the maintenance of, and liability arising in connection with, the applicable Dock, Dock Easement Area and Boat Slips.

**17.4 Slip Assignment and Use – Dock Easement Area Five.** Subject to Section 17.5 below, the provisions of this Section 17.4 shall apply only to Lakefront Lots benefited by Dock Easements granted with respect to Dock Easement Area Five.

Included within the Dock Easement Area for Dock Easement Area Five shall be an access walkway and a dock structure (the "Dock") which shall contain five (5) boat slips (each a "Boat Slip"). The Owner of Lot 180 shall be entitled to the exclusive use of the outermost Boat Slip (of the 5 Boat Slips) located on the same side of the Dock's centerline as Lot 180; the Owner of Lot 182 shall be entitled to the exclusive use of the outermost Boat Slip (of the 5 Boat Slips) located on the same side of the Dock's centerline as Lot 182; and the Owner of Lot 181 shall be entitled to the exclusive use of the middle Boat Slip (each a "Specified Slip"). The remaining two Boat Slips (each an "Unassigned Slip") shall be reserved for temporary, daily use ("Temporary Use") by the Owners of Lots 180, 181, and 182, and their permitted family members, solely on a first-come, first-serve basis, with no compensation paid or any overnight use permitted (each a "Temporary Slip"). In the event such Lakefront Lot Owners enter into any

separate use agreements that apportion the use of the Boat Slips or Dock other than as provided herein, including the conversion of a Temporary Slip to overnight or extended use ("Extended Use"), any such apportionment agreement shall automatically terminate upon the sale of any of the affected Lakefront Lots. Notwithstanding the foregoing apportionment or a Lakefront Lot Owner's failure to utilize the Dock Easement Area, Dock or Boat Slips, each Lakefront Lot Owner shall have joint and several liability with respect to the maintenance of, and liability arising in connection with, the applicable Dock, Dock Easement Area and Boat Slips.

**17.5 Assignment of Unassigned Slips by Neighborhood Declarant.** Notwithstanding anything in Sections 17.3 or 17.4 above to the contrary, the Neighborhood Declarant reserves the right to assign exclusive use and enjoyment rights with respect to each Unassigned Slip to any one of the Lakefront Lot Owners of those Lots with use and enjoyment rights for the Dock and Dock Easement Area containing such Unassigned Slip. Such assignment shall be accomplished by the recording of a "Notice of Exclusive Assignment of Boat Slip Rights", which notice shall identify the Unassigned Slip and the permitted Lakefront Lot with respect to which the assignment is being made, and shall be recorded in the Official Records of Orange County, Florida. Following such assignment, the Unassigned Slip shall become a Specified Slip for all purposes of this Article XVII, and shall run with the title to the applicable Lakefront Lot as an appurtenance thereto. The Neighborhood Declarant shall have the assignment rights described in this Section 17.5 with respect to each Unassigned Slip until the last Lot with use and enjoyment rights for the Dock and Dock Easement Area containing such Unassigned Slip has been conveyed to a third-party purchaser other than a builder.

**17.6 Boat Lifts Required Prior to Use.** Prior to use of the Dock and Dock Easement Area, a Lakefront Lot Owner shall be required to install a boat lift within such Lakefront Lot Owner's Specified Slip of sufficient size to fully elevate its watercraft out of the water and meeting all applicable governmental requirements (the "Boat Lift"). Additionally, prior to the conversion of a Temporary Slip for Extended Use, the applicable Lakefront Lot Owner having Extended Use rights shall be required to install a Boat Lift within the Temporary Slip. No Boat Slip shall be used for Extended Use without a Boat Lift. Such Lot Owner shall be solely responsible for the maintenance of its Boat Lift and shall keep the Boat Lift in first-class condition and good repair at all times.

**17.7 Use Limitation.** Notwithstanding anything herein to the contrary or as may be otherwise allowed by applicable permit or ordinance (i) the Docks and the Dock Easement Areas shall be limited to use by the applicable Lakefront Lot Owners and their permitted families solely for personal boating and water-related recreational purposes; (ii) no other use shall be permitted nor shall the ownership or use of the Docks or Dock Easement Areas be severed from the ownership of the applicable Lakefront Lot; (iii) the use of the Dock and the Dock Easement Areas shall be further regulated by the Lake Nona Watercraft Management Plan and the rules and regulations promulgated thereunder, all as same may be amended from time to time; and (iv) the Neighborhood Association may not charge a fee for the use of the Dock or the Dock Easement Area other than is specifically permitted herein to recover expenses.

In addition to the foregoing grant of easement rights to the Lakefront Lot Owners, subject to the terms of this Article XVII, the Master Declarant, and the Master Association and the

Neighborhood Association, but not their Members, are hereby granted an easement for inspection and maintenance purposes only, as more particularly described hereinbelow.

17.8 Additional Restrictions on Use of Dock Easement Areas. Except for the construction, maintenance and restoration of the Docks by the Master Declarant, Master Association, Neighborhood Declarant, the Neighborhood Association or the applicable Lakefront Lot Owner in and around the Dock Easement Areas as provided herein, the portions of the Neighborhood Declaration the Dock Easement Areas lying outside the boundaries of a Lakefront Lot ("Protected Areas") shall be retained forever predominantly in their natural existing condition as of the date of the recordation of the Neighborhood Declaration. Any activity on or use of Protected Areas which is inconsistent with this Article XVII is prohibited. Without limiting the generality of the foregoing, except as otherwise expressly provided for in this Article XVII, the following activities and uses are strictly prohibited within the Protected Areas:

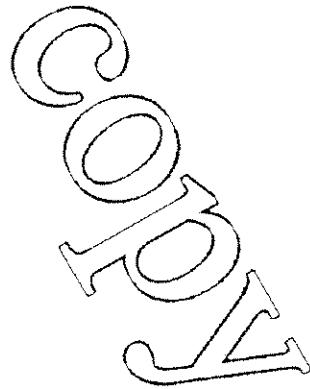
- (a) constructing or placing buildings, fences, dikes, roads, signs, or other advertising, or other structures on or above the ground;
- (b) dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- (c) removing or destroying tree, shrubs, or other vegetation, except exotic/nuisance varieties;
- (d) excavating, dredging or removing loam, peat, gravel, muck, soil, rock or other material substances in such a manner as to affect the surface;
- (e) surface use, except for purposes that permit the lands or water area to remain predominantly in its natural condition; and
- (f) activities detrimental to water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

17.9 Sovereignty Submerged Lands. Use of sovereignty submerged lands is subject to those Consent of Use Conditions contained in the Water Management District Permit a copy of which is attached as Exhibit "B" hereto and by this reference incorporated herein, and the terms of the Lake Nona Watercraft Management Plan, as it may be amended.

17.10 Reserved Rights to Use of Dock Easement Area. Notwithstanding the restrictions contained in this Article XVII to the contrary, the restrictions on the use of the Dock Easement Areas shall not preclude the following specific activities from being undertaken on or in the Dock Easement Areas, subject to terms of the Lake Nona Watercraft Management Plan and further subject to all applicable permitting requirements:

- (a) Construction of the Docks by or on behalf of Neighborhood Declarant.

- (b) Construction of electric and water utility lines by or on behalf of Neighborhood Declarant within the Dock Easement Areas which are necessary or reasonable for the use and operation of the Docks (the "Utilities").
- (c) Installation of the Boat Lifts.
- (d) Repair, maintenance and replacement of the Docks and the Utility lines located within the Dock Easement Area.
- (e) Storage on Boat Lifts by a Lakefront Lot Owner or persons permanently residing with the Lakefront Lot Owner and launch of watercraft from the Boat Lift owned by a Lakefront Lot Owner or its permitted family members, with customary use and enjoyment rights to the applicable Dock and Dock Easement Area.

The image shows the word "COPY" written in a bold, cursive, and slightly irregular font. The letters are stacked vertically, with the 'C' at the top, followed by 'O', 'P', and 'Y' at the bottom. The strokes are thick and have a hand-drawn quality.

17.11 Maintenance of the Dock Easement Area. Each Lakefront Lot Owner shall maintain in accordance with this Article XVII such Dock, Dock Easement Area and Boat Lift for which such owner has rights and obligations pursuant to this Article XVII, in first-rate condition and good repair, ensuring the safety of all permitted users of the Dock and Dock Easement Area.

17.12 Cost of Utilities; Lakefront Lots Assessment. The Neighborhood Association may arrange for the provision of Utilities (as defined in Section 17.10(b) above) and enter into appropriate agreements with the providers of such Utilities for the benefit of Lakefront Lot Owners. All costs incurred by the Neighborhood Association in connection with the provision of such Utilities, including the recurring usage charges with respect thereto, shall constitute "Lakefront Lot Assessments" and shall be collected in the manner provided for other Neighborhood Assessments hereunder. Each Lakefront Lot Owner shall be responsible for one eleventh (1/11) of the total Lakefront Lot Assessments, without regard to the actual extent of use of such Utilities by a particular Lakefront Lot Owner.

17.13 Assumption of Risk by Activity. Lakefront Lot Owners, for and on behalf of themselves and on behalf of their permitted family members, agents, guests and invitees (Lakefront Lot Owners and all of the foregoing collectively, the "Activity Participants" and individually "Activity Participant") acknowledge and agree that boating, water activities and other activities associated with the use of the Docks and the Dock Easement Areas and usage of lakes ("Activity" or "Activities"), are inherently dangerous and could result in serious bodily harm or death, even if appropriate precautions are taken. The Activity Participants who use the Docks and the Dock Easement Areas and lakes, by their use, represent that they are familiar with the risks associated with such Activities, and hereby assume all risks associated with such Activities to be undertaken by the Activity Participants. The Activity Participants shall comply with all rules and regulations issued by applicable agencies, the Neighborhood Association and the Neighborhood Declarant as they pertain to the Docks, the Dock Easement Areas and the lakes. Activity Participants shall use the lakes in a safe manner, which shall not endanger the safety nor be a nuisance to, other users of the lakes or owners of property which abut the lakes. Activity Participants shall use the lakes in a manner respectful of other users of the lakes and of owners of property which abut the lakes.

17.14 Waiver and Release of Liability. The Activity Participants hereby (a) release Master Declarant, Neighborhood Declarant, and all subsidiaries, related and affiliated companies, and the officers, directors, managers, members, employees and agents of each, and the Master and Neighborhood Associations and their officers, etc. (all of the foregoing parties collectively, the "Indemnitees") 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 Activity Participants may now or hereafter have against the Indemnitees, and (c) agree to indemnify, defend and hold the Indemnitees 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, 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 the use by each of the Activity Participants of the Docks, Dock Easement Areas or the lakes, whether through boating, water activities or otherwise, even if due to the negligence of any one or more of the Indemnitees.

**17.15 Enforcement.** The easement, maintenance and lien rights granted to the Neighborhood Association in this Article XVII shall be enforceable by the Neighborhood Association in addition to any other parties who have standing to enforce these covenants, conditions, and restrictions under the terms of this Neighborhood Declaration:

(a) The Master Association, the Master Declarant, and the Neighborhood Association, or their respective authorized representatives may, but shall have no obligation to, enter upon and inspect the Docks and the Dock Easement Areas in a reasonable manner that will not interfere with the use and quiet enjoyment of the Lakefront Lot Owners, and their successors and assigns, and at reasonable times to determine if the Lakefront Lot Owners or their successor and assigns are complying with the covenants and prohibitions contained ~~herein~~, and to otherwise exercise the rights of the Neighborhood Association ~~hereunder~~.

(b) The Master Association, the Master Declarant, and the Neighborhood Association are each authorized to proceed at law or at equity to enforce the provisions in this Article XVII pertaining to the Docks and the Dock Easement Areas, to prevent the occurrence any of the prohibitive activities set forth herein, and to require the restoration of any portion of the Docks and the Dock Easement Areas that may be damaged by any activity inconsistent with this Article XVII.

(c) In the event the Master Association, the Master Declarant, and/or the Neighborhood Association determine in each of its sole discretion that any or all of the Docks or the Dock Easement Areas are not being maintained pursuant to this Article XVII, the Master Association, the Master Declarant, and/or the Neighborhood Association may elect, but has no obligation, to maintain such Docks and Dock Easement Areas and assess Individual Assessments against the Lakefront Lot Owners obligated by this Article XVII to maintain same. Nothing contained herein shall be construed to preclude any such Lakefront Lot Owner from collecting a contribution from any other Lakefront Lot Owners responsible therefor under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Neither the Lakefront Lot Owners, nor any person or entity claiming by or through them, shall hold the Master Association, the Master Declarant, and/or the Neighborhood Association liable for any damage or injury to person or personal property which may occur as a result of the Master Association's, the Master Declarant's, and/or the Neighborhood Association's activities which are authorized by this Article XVII unless such damage or injury

is proximately caused by the willful misconduct of the Master Association, the Master Declarant, and/or the Neighborhood Association, their respective agents or employees.

(e) The Master Association, the Master Declarant, the Neighborhood Declarant, and/or the Neighborhood Association, or their respective successors or assigns, may, but shall have no obligation to, take any reasonable action under emergency conditions to prevent, abate, or mitigate significant injury or damage.

## ARTICLE XVIII. GENERAL PROVISIONS

18.1 Duration; Amendment. The covenants and restrictions of this Neighborhood Declaration shall run with and bind the Neighborhood Property forever. This Neighborhood Declaration may be amended as follows:

(a) by the Neighborhood Declarant (without the consent of any other party whatsoever) to clarify any ambiguities, concerns, and/or scrivener's errors; or

(b) by a vote of two-thirds (2/3) of all the Lot Owners Entitled to Vote (not 2/3 of all members of the Neighborhood Association); provided, however, notwithstanding the foregoing, so long as the Neighborhood Declarant owns any Lots within the Neighborhood Property (and/or the Additional Neighborhood Property if all or any portion of the Additional Neighborhood Property is brought within the scheme of this Neighborhood Declaration), all amendments to the Neighborhood Declaration must be approved and joined in by the Neighborhood Declarant, and if not so approved and joined in by the Neighborhood Declarant, the amendments shall be null and void; and

(c) any amendment to this Neighborhood Declaration must be recorded in the Public Records of Orange County, Florida.

Notwithstanding anything in this Section 18.1 to the contrary, no termination or amendment of this Neighborhood Declaration or modifications to the Neighborhood Association's governing documents can be effective to change the Neighborhood Association's responsibilities for the Surface Water Management System, unless the amendment has been consented to in writing by the Water Management District. Any proposed amendment which would materially or substantially affect the Surface Water Management System must first be submitted to the Water Management District for approval. It is acknowledged that as a condition to the approval of any amendment submitted to the Water Management District, the Water Management District may require the modification of the Water Management District Permit issued with respect to the Neighborhood Property.

18.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Neighborhood Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who

appears as a Member or Owner on the records of the Neighborhood Association at the time of such mailing.

18.3 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

18.4 Effective Date. This Neighborhood Declaration shall become effective upon its recordation in the Public Records of Orange County, Florida.

18.5 Conflict. To the extent legally permissible, this Neighborhood Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Neighborhood Association. However, the Master Declaration shall take precedence over conflicting provisions of this Neighborhood Declaration.

18.6 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Neighborhood Declaration shall require the consent, approval, completion, substantial completion, or other action by the Neighborhood Declarant or the Neighborhood Association, such consent, approval or action may be withheld in the sole and absolute discretion of the party requested to give such consent or approval or take such action.

18.7 Easements. Should the intended creation of any easement provided for in this Neighborhood Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Neighborhood Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Neighborhood Declarant and the Neighborhood Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

18.8 Waivers. So long as the Neighborhood Declarant owns any Lot, the Neighborhood Declarant may waive any of the obligations (except the obligations to pay Neighborhood Assessments as described hereinabove) which are set forth in this Neighborhood Declaration.

18.9 Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE NEIGHBORHOOD PROPERTY. IF ANY PROVISION OR APPLICATION OF

THIS NEIGHBORHOOD DECLARATION WOULD PREVENT THIS NEIGHBORHOOD DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES Affected HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

18.10 Dissolution of Association. In the event of a permanent dissolution of the Neighborhood Association the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the Water Management District, may petition the Circuit Court of the County in which the Neighborhood Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Neighborhood Association with respect to such applicable portions of the Neighborhood Common Property, or otherwise dispose of the Neighborhood Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Neighborhood Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Neighborhood Association and shall be assessed against its Members. If the Neighborhood Association has been dissolved, or if the Neighborhood Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate..

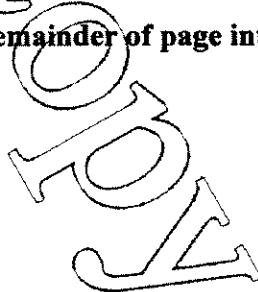
18.11 Turnover. The turnover of the Neighborhood Association by the Neighborhood Declarant shall occur at the times specified in Section 4.2 hereof. The turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order. Notwithstanding the foregoing, however, for as long as the Neighborhood Declarant shall own at least five percent (5%) of the Lots platted or to be platted in the Neighborhood Property, the Neighborhood Declarant shall have the right to appoint one member of the Board of Directors.

18.12 Security; Non-Liability of Neighborhood Declarant and Neighborhood Association. Notwithstanding any privacy gates or similar improvements intended to preserve the privacy of the community, in no event shall the Neighborhood Declarant or the Neighborhood Association be liable for the safety or security of persons or property within the Neighborhood Property, nor shall the Neighborhood Declarant or the Neighborhood Association be deemed to have undertaken any duty to provide security services to the Neighborhood Property, nor safeguard or protect any persons or property therein.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY. NEITHER THE NEIGHBORHOOD ASSOCIATION, THE NEIGHBORHOOD DECLARANT OR THE DEVELOPER ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY. NEITHER THE NEIGHBORHOOD ASSOCIATION, THE NEIGHBORHOOD DECLARANT OR THE DEVELOPER SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE NEIGHBORHOOD DECLARANT AND DEVELOPER MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

**18.13 NOTICE OF AIRPORT NOISE.** This property is located within an airport noise zone. Residents will be subject to aircraft noise that may be objectionable.

[Remainder of page intentionally left blank]



EXECUTED as of the date first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Shawn Jackson  
Signature of Witness  
Shawn Jackson  
Printed Name of Witness

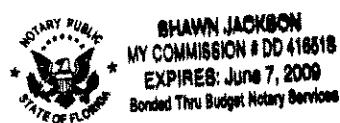
Margaret R. Acree  
Signature of Witness  
Margaret R. Acree  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of September, 2006, by Suresh K. Gupta, as President of PARK SQUARE ENTERPRISES INC., a Florida corporation, on behalf of the corporation. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

Shawn Jackson  
Notary Public Signature

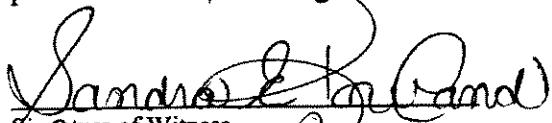
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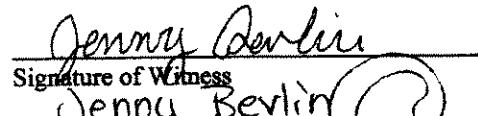


## DECLARANT'S CONSENT TO DECLARATION

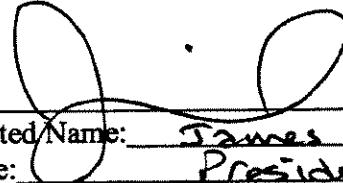
As evidenced by its signature below, Lake Nona Land Company, Inc., a Florida corporation, consents to the recording of this Neighborhood Declaration Of Covenants, Conditions, Restrictions And Easements For Water's Edge At Northlake Park.

Signed, sealed and delivered in the presence of the following witnesses:

  
Signature of Witness  
Sandra E. Rowland  
Printed Name of Witness

  
Signature of Witness  
Jenny Bevlin  
Printed Name of Witness

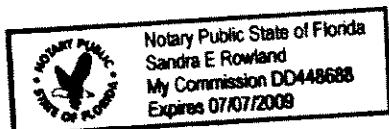
**LAKE NONA LAND COMPANY, INC.**, a Florida corporation

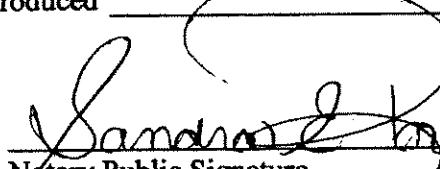
By:   
Printed Name: James L. Zboril  
Title: President

(SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2006, by James L. Zboril, as President of Lake Nona Land Company, Inc., a Florida corporation, on behalf of the corporation. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.



  
Notary Public Signature

(NOTARY SEAL)

## JOINDER OF MORTGAGEE

The undersigned, BANK OF AMERICA, N.A., a national banking association, hereby consents to and subordinates to the foregoing Neighborhood Declaration of Covenants, Conditions, Restrictions and Easements for Water's Edge at Lake Northlake Park and all of its covenants, conditions, easements, restrictions, terms and provisions and the lien created by the Mortgage Documents more particularly described on Schedule 1 to this Joinder.

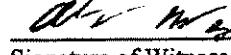
Signed, sealed and delivered in the presence of the following witnesses:



Signature of Witness

Cory Clement

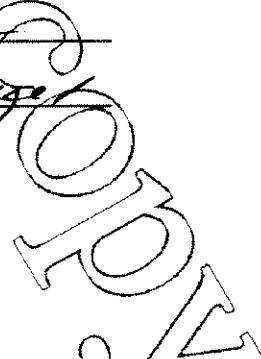
Printed Name of Witness



Signature of Witness

Mrs. Westerborg

Printed Name of Witness



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2006, by Philip Rubbo, as AVP of BANK OF AMERICA, N.A., a national banking association, on behalf of the association. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

  
Notary Public Signature

(NOTARY SEAL)



SCHEDULE 1  
TO JOINDER OF MORTGAGEE

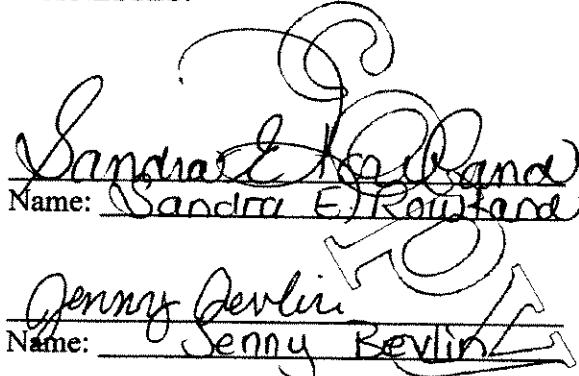
Mortgage Documents

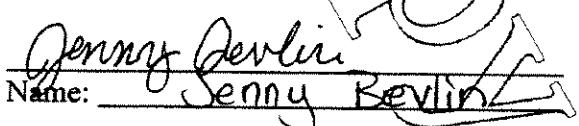
BANK OF AMERICA, N.A., a national banking association, f/k/a NATIONSBANK, N.A., successor to BARNETT BANK, N.A., a national banking association, f/k/a BARNETT BANK OF CENTRAL FLORIDA, N.A. (hereinafter referred to as the "Mortgagee"), is the owner and holder of that certain Receipt for Future Advance and Mortgage Modification, Spreader, Consolidation and Restatement Agreement granted by PARK SQUARE ENTERPRISES INC., a Florida corporation (hereinafter referred to as the "Mortgagor") to the Mortgagee, dated August 6, 1998, and recorded August 7, 1998, in Official Records Book 5544, Page 2558, of the Public Records of Orange County, Florida, as modified by Receipt for Future Advance and Mortgage Modification Agreement dated May 1, 2000, recorded May 11, 2000, in Official Records Book 6000, Page 15, as further modified by Receipt for Future Advance and Mortgage Modification Agreement dated October 1, 2001, recorded November 14, 2001, in Official Records Book 6391, Page 5119, Receipt for Future Advance and Mortgage Modification Agreement dated January 22, 2002, recorded February 19, 2002, in Official Records Book 6460, Page 6856, Receipt for Future Advance and Mortgage Modification Agreement dated February 1, 2004, recorded February 6, 2004, in Official Records Book 7296, Page 3934, and Receipt for Future Advance and Mortgage Modification Agreement dated March 5, 2004, recorded March 11, 2004, in Official Records Book 7342, Page 1219, as may have been further heretofore amended or supplemented, all in the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Mortgage"), which mortgage encumbers certain real property located in Orange County, Florida.

**CONSENT AND SUBORDINATION BY  
LAKE NONA LAND COMPANY, LLC  
(Second Mortgage and Memorandum of Repurchase Option)**

The undersigned, LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, hereby consents to and subordinates to the foregoing Neighborhood Declaration Of Covenants, Conditions, Restrictions And Easements For Water's Edge At Northlake Park (the "Declaration") and all of its covenants, conditions, easements, restrictions, terms and provisions, the lien created by that certain Mortgage recorded on October 27, 2003, in Official Records Book 7167, Page 3403 of the Public Records of Orange County, Florida and further consents to and subordinates to the Declaration its rights and interests under that certain Memorandum of Repurchase Option by and between Mortgagee and BAS, L.L.C., a Florida limited liability company, recorded on October 27, 2003, in Official Records Book 7167, Page 3403 of the Public Records of Orange County, Florida.

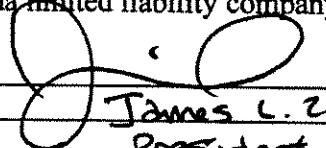
**WITNESSES:**

  
Name: Sandra E. Rowland

  
Name: Jenny Bevlin

**MORTGAGEE:**

LAKE NONA LAND COMPANY, LLC  
a Florida limited liability company

By:   
Name: James L. Zhou  
Its: President

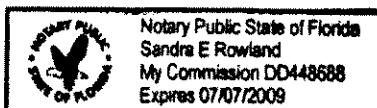
(Corporate Seal)

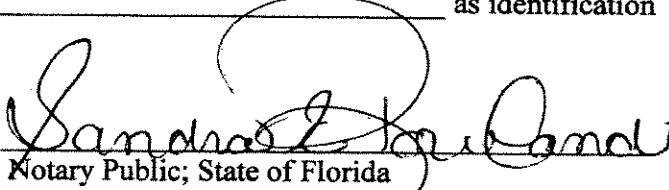
Address: 9801 Lake Nona Road, Orlando,  
Florida 32827

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September 2006, by James L. Zhou, as President of LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, on behalf of the company. He (She) is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

(NOTARY SEAL)



  
Notary Public; State of Florida

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF**  
**ADDITIONAL NEIGHBORHOOD PROPERTY**

**NONE**

COPY

**EXHIBIT "B"**

**WATER MANAGEMENT DISTRICT PERMIT**

COPY



SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
STANDARD GENERAL PERMIT NO. 48-00195-S  
DATE ISSUED: April 27, 2006

Form #0941  
08/95

**PERMITTEE:** BAS LLC  
5200 VINELAND ROAD SUITE 200  
ORLANDO, FL 32811

**PROJECT DESCRIPTION:** The construction of one (1) community dock at the Northlake Park at Lake Nona development in Orange County and Consent of Use of sovereignty submerged lands.

**PROJECT LOCATION:** ORANGE COUNTY, SEC 1,12 TWP 24S RGE 30E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 051003-18, dated October 3, 2005. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 7),
3. the attached 17 Special Conditions (See Pages : 5 - 6 of 7),
4. the attached 11 Letter of Consent Conditions (See Pages : 6 - 7 of 7) and
5. the attached 7 Exhibit(s)

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 27th day of April, 2006, in accordance with Section 120.60(5), Florida Statutes.

BY:

  
Thomas P. Genovese

Service Center Director  
Orlando Service Center

Certified mail number 7005 1820 0004 5940 2902

Page 1 of 7

Waters Edge - 110 + 117

**40E-4.321 Duration of Permits**

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to Chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

## GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and

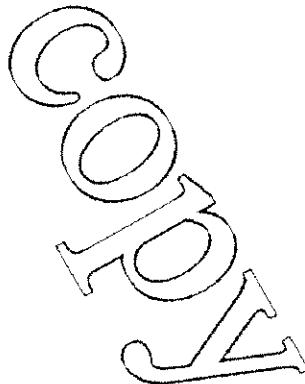
## GENERAL CONDITIONS

maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
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 Section 373.421(2), F.S., provides otherwise.

## GENERAL CONDITIONS

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

A large, stylized, handwritten word "COPY" oriented vertically, written in a cursive script font.

## SPECIAL CONDITIONS

1. This permit shall expire on April 28, 2011.
2. Operation of the permitted structure shall be the responsibility of the permittee. Prior to transfer of title for any portion of the project to a third party modification of the permit will be required.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the permitted structure.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in wetlands or surface waters.
5. If 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, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the proposed project if such measures are shown to be necessary.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted structures no later than the submission of the certification report for the Northlake Park at Lake Nona project. The location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the permitted structure in order to prevent degradation of water quality or accumulation of construction materials in surface waters or wetlands. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse water quality conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts be caused by the completed permitted structure, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the permitted structure, if necessary, to eliminate the cause of the adverse impacts.
11. A permanent sign shall be installed at the facility entrance to notify boat owners of boat mooring restrictions. No boat mooring at the docking facilities shall be permitted.
12. No fueling or fish cleaning facilities shall be installed or operated on the docking facilities that are authorized herein for the life of the facility.
13. No liveaboards shall be allowed to dock at the docking facilities authorized by this permit for the life of the facility. A liveaboard shall be defined as a vessel docked at the facility that is inhabited by a person or persons for any two consecutive days or a total of seven days within a 30 day period.
14. No mooring shall be permitted on the landward side of the docking facilities.
- 15.

## SPECIAL CONDITIONS

The docking facilities authorized by this permit are for the private use of residents of the Northlake Park at Lake Nona development. The permittee shall ensure that the docking facilities are not subleased for revenue generating or liveaboard purposes.

16. Any docking facility proposed in the future shall require approval by the District through a modification to the existing Environmental Resource Permit. The permittee is also advised to notify potential unit owners that purchase of a unit does not imply that any onsite docking facilities will be available in the future.
17. The dock located in Lake Nona shall be for fishing and visual access only and shall not be utilized or accessible for boating use/mooring.

COPY

**LETTER OF CONSENT CONDITIONS**

1. No activities other than those set forth in Application No. 051003-18 and in this permit are authorized. Any additional activities on state-owned sovereignty submerged lands must receive further consent from the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund (hereinafter the "Board") or their properly designated agent.
2. Grantee agrees that all title and interest to all lands lying below the historical mean high water line or ordinary high water line are vested in the Board, and shall make no claim of title or interest in said lands by reason of the occupancy or use thereof.
3. Grantee agrees to use or occupy the subject premises for those purposes specified herein, and grantee shall not permit the premises or any part thereof to be used or occupied for any other purpose or knowingly permit or suffer any nuisances or illegal operations of any kind of the premises.
4. Grantee agrees to maintain the premises in good condition in the interest of the public health, safety and welfare. The premises are subject to inspection by the Board or its designated agent at any reasonable time.
5. Grantee agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands arising out of this consent.
6. No failure, or successive failures, on the part of the Board to enforce any provision, waiver or successive waivers on the part of the Board of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Board to enforce the same in the event of subsequent breach.
7. Grantee binds itself and its successors and assigns to abide by the provisions and conditions set forth herein. In the event grantee fails or refuses to comply with the provisions and conditions of this consent, the consent may be terminated by the Board after written notice to the grantee. Upon receipt of such notice, the grantee shall have thirty (30) days in which to correct the violation. Failure to correct the violation(s) within this period shall result in the automatic revocation of this consent.
8. All costs, including attorneys' fees, incurred by the Board enforcing the terms and conditions of this consent shall be paid by the grantee. Grantee agrees to accept service by certified mail of any notice required by Chapter 18-14, Florida Administrative Code, at the address shown on page one of this permit and further agrees to notify the Board in writing of any change of address at least ten days before the change becomes effective.
9. Grantee agrees to assume responsibility for all liabilities that accrue to the sovereignty submerged land or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property during the effective period of this consent.
10. Grantee agrees that any dispute arising from matters relating to this consent shall be governed by the laws of Florida and initiated only in Leon County, Florida.
11. In the event that any part of the structure(s) consented to herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, grantee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply shall constitute a material breach of this consent and shall be grounds for its immediate termination.

## NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **Petition for Administrative Proceedings**

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

### c. Administrative Complaint and Order:

If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

### d. State Lands Environmental Resource Permit:

Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

### e. Emergency Authorization and Order:

A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

### f. Order for Emergency Action:

A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

### g. Permit Suspension, Revocation, Annulment, and Withdrawal:

If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

#### CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

#### DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

#### LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

#### MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

#### VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read:  
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner;

- (c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statue the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
- (i) a statement of whether the variance or waiver is permanent or temporary, if the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- a) the specific facts that make the situation an emergency; and
- b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

#### 28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
  - (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
  - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (f) A demand for relief.

**28-106.301 INITIATION OF PROCEEDINGS  
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)**

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (e) A demand for relief.

**28-107.004 SUSPENSION, REVOCATION, ANNULMENT,  
OR WITHDRAWAL**

- (3) Requests for hearing filed in accordance with this rule shall include:

- (a) The name and address of the party making the request, for purposes of service;
- (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
- (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO  
SECTION 373.114 OR 373.217**

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

**28-107.005 EMERGENCY ACTION**

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.



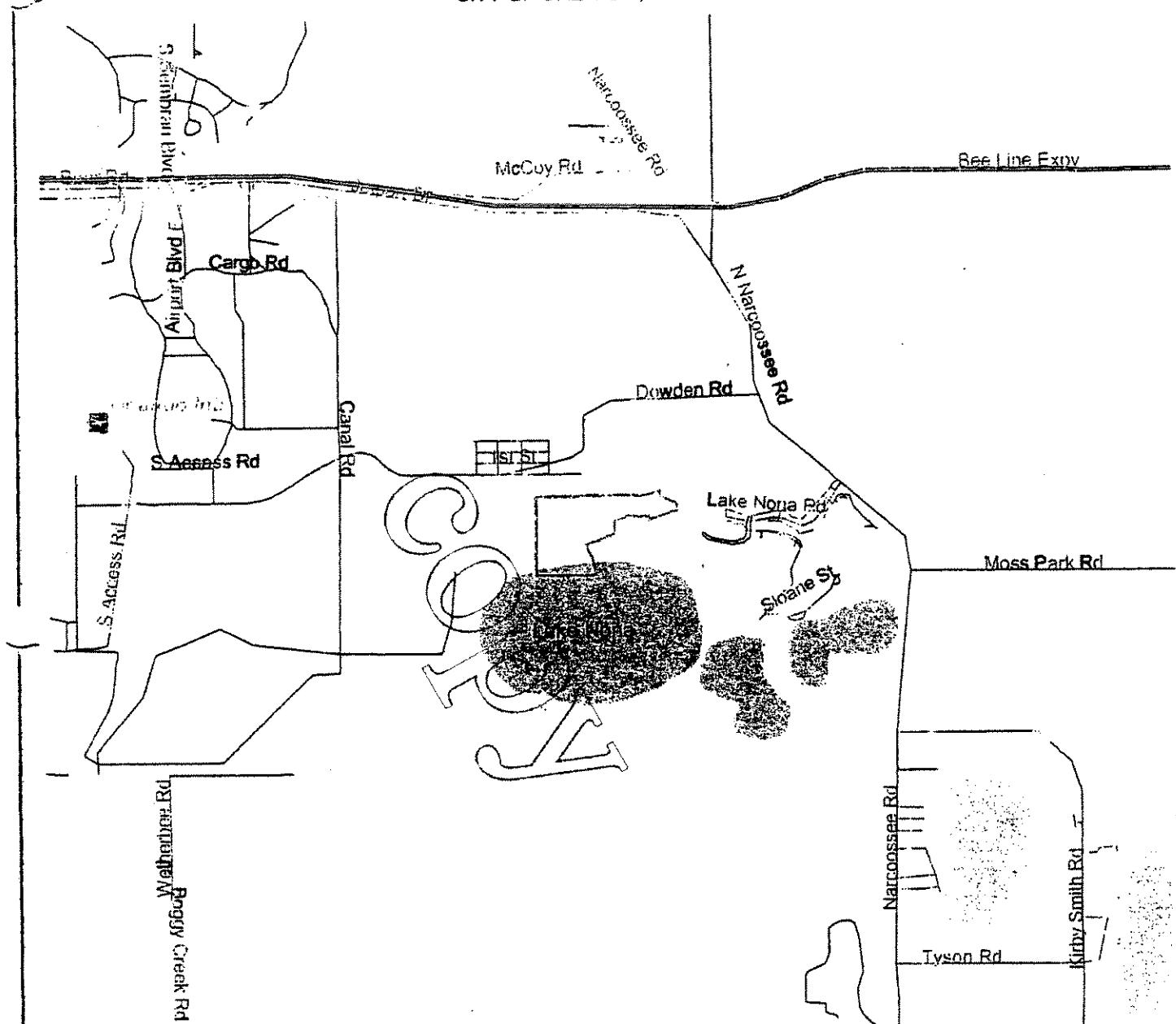
# NorthLake Park at Lake Nona

## Neighborhood 5

S 1 & 12; T 24S; R 30E  
CITY OF ORLANDO, FLORIDA

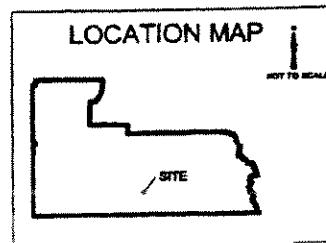
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ORLANDO SERVICE CENTER



### StreetMap USA

- Airport
- Hospital
- Highway
- Primary road
- Secondary and connecting road
- Local road
- Access road
- Water body
- Park
- City
- State



### NOTES

- 1) This is not a survey.
- 2) This map is for planning and permitting activity for the above named project and should be used for those purposes only.
- 3) The base map shown hereon was obtained in digital format from the ESRI ArcView StreetMap USA 8.1 database.

### A-1 VICINITY MAP

DONALD W. MCINTOSH ASSOCIATES, INC.  
ENGINEERS - PLANNERS - LAND SURVEYORS  
2200 PARK AVENUE NORTH  
WINTER PARK, FLORIDA 32789  
TELEPHONE 407.644.4056  
FAX 407.644.8315

**EXHIBIT I**

Last Date For Agency Action: 28-APR-2006

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

**Project Name:** Lake Nona New Green Dock

**Permit No.:** 48-00195-S

**Application No.:** 051003-18

**Application Type:** Environmental Resource (General Permit Modification)

**Location:** Orange County, S1,12/T24S/R30E

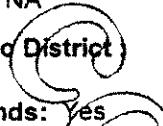
**Permittee :** Bas Lic

**Operating Entity :** Bas Lic

**Project Area:** 1 acres

**Project Land Use:** Residential

**Special Drainage District:** NA

**Conservation Easement To District**  **No**

0

**Sovereign Submerged Lands:** Yes **Type:** Letter Of Consent

**PROJECT PURPOSE:**

This application is a request for an Environmental Resource permit to authorize the construction of one (1) community dock structure within the Northlake Park at Lake Nona development on Lake Nona. In addition, the permit will also provide authorization of Consent of Use on Sovereign Submerged Lands for the proposed dock. Staff recommends approval with conditions.

**PROJECT EVALUATION:**

**PROJECT SITE DESCRIPTION:**

The site is located within the Lake Nona Development, specifically within the Northlake Park at Lake Nona Neighborhood 5 parcel. This area is located along the northern shoreline of Lake Nona in southeast Orange County. This parcel was previously permitted for development under Application No. 040811-3.

This application is requesting the construction of one (1) community dock. The community dock structure is located at an existing neighborhood park within the project area and will be for the use of the Northlake Park residents. No changes to the permitted surface water management system are proposed.

**PROPOSED PROJECT:**

The applicant proposes to construct one (1) 3176 square foot community dock within the Northlake Park at Lake Nona Neighborhood 5 development. The community dock will be constructed at an existing park located within the Northlake Park development at the western limit of the project area.

The structure will preempt no more than 1178 square feet of sovereign submerged lands with the construction of a terminal boardwalk and platform along a portion of the project area shoreline measuring 220 linear feet. The proposed structure meets the criteria for a Consent of Use authorization.

No changes to the permitted surface water management system are proposed.

**WATER QUANTITY :**

**Discharge Rate :**

The proposed project does not propose any changes to the surface water management system.

**WATER QUALITY :**

The proposed dock construction will utilize best management practices, including turbidity screens and curtains to prevent degradation to water quality. No adverse water quality impacts are anticipated as a result of the proposed project.

**Endangered Species:**

The project site does not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

**RELATED CONCERNS:**

**Water Use Permit Status:**

The applicant has indicated that dewatering is not required for construction of this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

**DRI Status:**

This project is a DRI (SFWMD ID No. 82-136). The original Development Order for this DRI was issued by the City of Orlando on June 6, 1988.

**Historical/Archeological Resources:**

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that the agency has no objections to the issuance of this permit in accordance with Special Condition 5.

**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**

**DIVISION APPROVAL:**

*COPY*

**NATURAL RESOURCE MANAGEMENT:**

DATE: 4/27/06

Marc S. Ady

**SURFACE WATER MANAGEMENT:**

DATE: 4/27/06

Edward W. Yau, P.E.



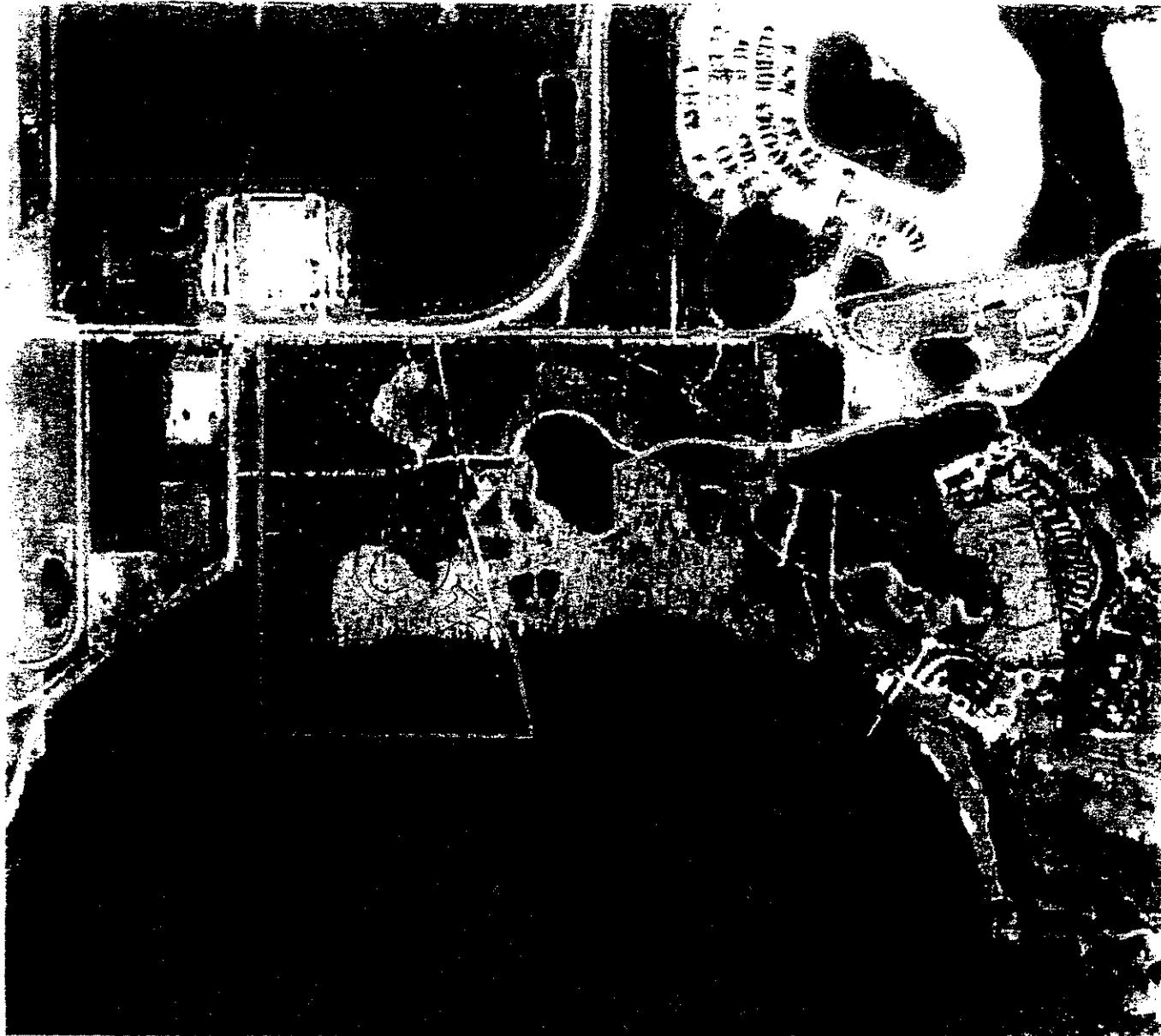
# NorthLake Park at Lake Nona

Neighborhood 5

S 1 & 12; T 24S; R 30E  
CITY OF ORLANDO, FLORIDA

FEB 27 2003

ORLANDO SERVICE CENTER



## LOCATION MAP



NOT TO SCALE

### NOTES

- 1) This is not a survey.
- 2) This map is for planning and permitting activity for the above named project and should be used for those purposes only.
- 3) The Aerial map shown hereon was obtained in digital format from Aerials Express Photography. Date of Imagery is January 2002.

**A-3**

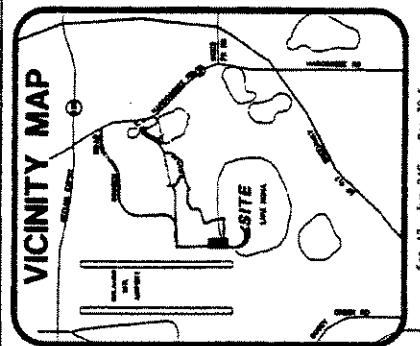
**AERIAL MAP**

DONALD W. MCINTOSH ASSOCIATES, INC.  
ENGINEERS - PLANNERS - LAND SURVEYORS  
2200 PARK AVENUE NORTH  
WINTER PARK, FLORIDA 32789  
TELEPHONE 407.644.4068  
FAX 407.644.8318



**EXHIBIT 3**

## VICINITY MAP



#### **TURBIDITY MONITORING REQUIRED:**

OPERATIONS REPORTS STATE ALSO SECTION THE FIGHTING UNITS FOR  
THEIR OWN USE. THE BATTALION WAS PREPARED TO TAKE  
OVER THE POSITION OF THE 1ST BATTALION, WHICH WAS  
IN THE LINE OF BATTLES. SOON  
THEY ARRIVED IN THE TOWN, CORPORELLA, AND  
WENT ON TO THE POSITION. CORPORELLA WAS  
A SMALL TOWN IN THE MOUNTAINS, WHICH WAS LARGELY ABANDONED.  
THEY ARRIVED AT THE POSITION, WHICH WAS PREPARED BY THE  
BATTALION. ACTUALLY, THE POSITION, WHICH WAS PREPARED BY THE  
BATTALION, WAS PREPARED BY THE 1ST BATTALION. THE BATTALION WAS PREPARED BY THE 1ST BATTALION.

SO ANDREWS - 1,150 SF  
ROCK - 800 SF  
SO WILMINGTON (NO SIGHT)

# EXHIBIT 4

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Rev-2025/R - 4416 - QEN/000000000018

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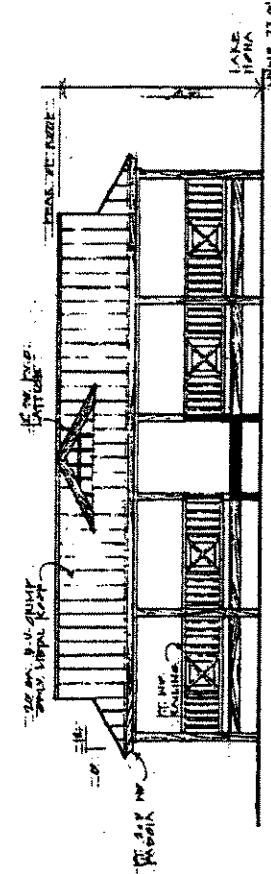
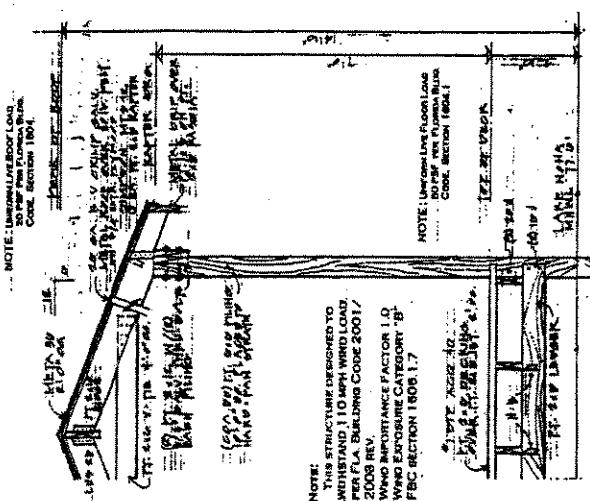
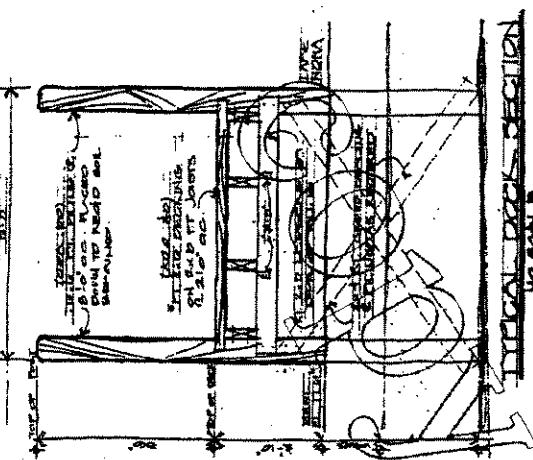
J. David Attard  
Attard & Associates Ltd  
P.O. Box 1000  
Pamela Street, Sliema  
(407) 671-1400

NORTHLAKE PARK AT LAKE NONA  
BOARDWALK FACILITIES  
NEIGHBORHOOD 5  
CITY OF ORLANDO

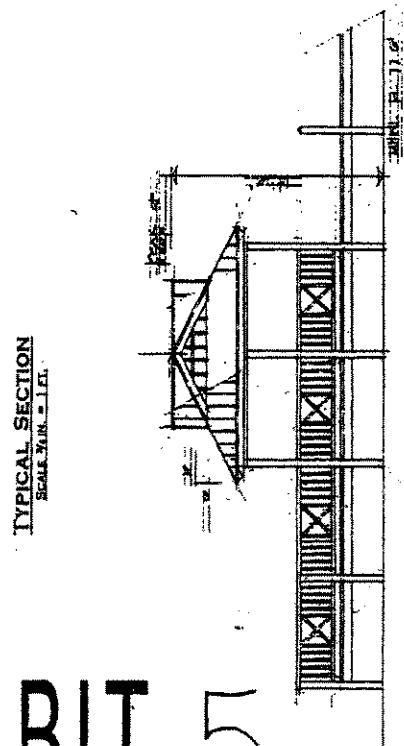
WISE MARINE  
CONST. INC.  
ORLANDO, FLA.

4196-117

SHRATHUNG NAILING SCHEDULER



**SHORESIDE ELEVATION  
NEW "GREEN DOCK" FACILITY**



# **EXHIBIT**

5

1	2	3	4	5	6	7	8
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J. David Attard  
Baldwin Associates  
Paragon Software Group  
1407-641-4500

MOUNTLAKE PARK AT LAKE NONA  
BOMTHOUSE AND BOARDWALK FACULTIES  
NEIGHBORHOODS  
CITY OF ORLANDO

WISE MARINE  
CONSTR. INC.  
ORLANDO, FLA.

NETED  
1971

四

This image shows a page from a document that has been severely redacted. The page features a large grid pattern with horizontal and vertical lines. Numerous handwritten and printed markings are overlaid on the grid. Handwritten text includes "HOT SPOT" at the top left, "CHARGE UNIT" in the center, and "C-1 - 3000" near the bottom right. Printed text includes "AFW 051005-10" at the top center, "CHARGE UNIT" below it, and "C-1 - 3000" further down. There are also several large, diagonal "X" marks across the grid. The right edge of the page contains the word "REDACTED" vertically.

15

NUMBER TO BE #25  
PRESSURE TREATING.  
# 2 ACQ // CON-  
NG.  
15SYR W/ ACP 70

NOTE.—  
THE HISTORY OF  
THE COLONIAL  
PERIOD.

1

**NOTE:** #11 FRAMING LUMBER TO BE #2 SYP  
#11 ACD 4D PRESSURE TREATING.  
ALL PLUGS TO BE #2 ACD W/ CCA BO  
PRESSURE TREATING.  
DECING TO BE #1 SYP W/ ACD 4D

NOTE: LIBRARY USE FIGURE 10A  
30 PPM PER FLAMMABLE GAS

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FLOOR FRAMING PLAN

**EXHIBIT** 6

## STAFF REPORT DISTRIBUTION LIST

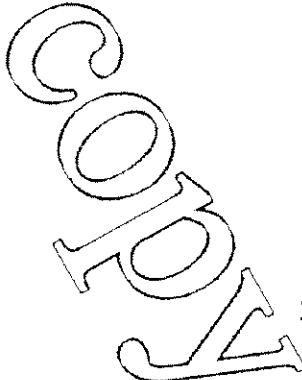
LAKE NONA NEW GREEN DOCK

Application No: 051003-18

Permit No: 48-00195-S

### INTERNAL DISTRIBUTION

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### EXTERNAL DISTRIBUTION

- X Permittee - Bas Llc
- X Agent - Wise Marine Construction Inc

### GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 6 - FDEP
- X Florida Department of Environmental Protection
- X Florida Fish & Wildlife Conservation Commission - Imperiled Species Mgmt Section
- X Orange County - Environmental Protection Division
- X Orange County - Public Utilities Division
- X Orange County Engineer Public Works Division Dvlpmnt Engineering Dept.
- X US Army Corps of Engineers Cocoa Regulatory Field Office

### OTHER INTERESTED PARTIES

- X Sierra Club - Central Florida Group P.O. Box 941692
- X Water Management Institute - Michael N. Vanatta

**EXHIBIT 7**

EXHIBIT C  
DOCK EASEMENT AREAS

