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**COMMUNITY DECLARATION
FOR
MINNEOLA HILLS**

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Exhibits:

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws

**COMMUNITY DECLARATION
FOR
MINNEOLA HILLS**

THIS COMMUNITY DECLARATION FOR MINNEOLA HILLS (this "**Declaration**") is made this ____ day of July, 2020, by JEN FLORIDA 30, LLC, a Florida limited liability company (the "**Declarant**").

RECITALS

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

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

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

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

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

"**Association**" shall mean Minneola Hills Homeowners' Association, Inc., a Florida nonprofit corporation, its successors and assigns.

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

"**Builder**" means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved in writing by the Declarant as a Builder. The term "Builders" shall refer to all persons or entities meeting the definition of "Builder" as provided herein.

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

"**City**" shall mean the City of Minneola, Florida.

"Common Areas" shall mean any real property interests and personality within MINNEOLA HILLS designated as Common Areas from time to time by the Declarant, by the Plat, by this Declaration or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within MINNEOLA HILLS. The Common Areas (if any) may include, without limitation, open space areas, internal buffers, entrance features, perimeter buffers, perimeter walls and fences, landscaped areas, and irrigation facilities. The Common Areas do not include any portion of the Facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS (IF ANY) TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE CDD FACILITIES. AS SUCH, MINNEOLA HILLS INCLUDES VERY LIMITED, IF ANY, COMMON AREAS.

"Community Completion Date" shall mean the date upon which all Homes in MINNEOLA HILLS, as ultimately planned and as fully developed, have been conveyed by the Declarant, and/or Builders to Owners.

"Community Design Guidelines" shall mean such architectural and design standards, if any, established by the Declarant or the ARC pursuant to Section 19.5 hereof.

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

"County" shall mean Lake County, Florida.

"Declarant" shall mean JEN FLORIDA 30, LLC, a Florida limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument, which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant.

"Declaration" shall mean this COMMUNITY DECLARATION FOR MINNEOLA HILLS, together with all amendments, supplements, and modifications thereof.

"District" or **"CDD"** shall mean the HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, together with any additional community development districts (as defined in Chapter 190, Florida Statutes) or special districts (as defined in Chapter 189, Florida Statutes) that may service MINNEOLA HILLS or any portion thereof.

"District Debt Service Assessments" shall have the meaning set forth in Section 16.2 hereof.

"District Maintenance Special Assessments" shall have the meaning set forth in Section 16.2 hereof.

"District Revenue Bonds" shall have the meaning set forth in Section 16.2 hereof.

"Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

"Facilities" shall have the meaning set forth in Section 16.1 hereof. Most components that are typically considered "Common Area" of a development of this nature have instead been designated herein as part of the Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA.

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

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

"Immediate Family Members" shall mean regardless of actual or perceived sexual orientation, gender identity or legal marital status, the individuals living as a family unit in the Home, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent, or any other person living in the Home who qualifies as a "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home. All references to "family members" of Owners used in this Declaration shall mean "Immediate Family Members."

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

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

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

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

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within MINNEOLA HILLS.

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

"Master Plan" shall mean collectively any full or partial concept plan for the development of THE VILLAGES AT MINNEOLA HILLS, as it pertains to the Property only, and as it exists as of the date of

recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of MINNEOLA HILLS, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

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

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas (if any), including, without limitation, any entrance features, sign monuments, buffer or landscaped areas, open space areas, internal buffers and perimeter buffers; all amounts payable by the Association under the terms of this Declaration; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; all amounts payable in connection with irrigation costs incurred by the Association for the Common Area irrigation (if any); costs of utilities, all costs of community lighting including up-lighting and entrance lighting (except for any costs of street or other lighting applicable to the CDD, if applicable); amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; taxes; insurance; bonds; salaries; management fees; professional fees; pest control costs; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves. If any of the foregoing items identified as possible Operating Expenses are included as District Maintenance Special Assessments, the same shall not be included in Operating Expenses.

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

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

"Permit" shall mean the permit applicable to the Property, issued by St. Johns River Water Management District (as defined herein), as amended or modified from time to time.

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

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

"Resale Contribution" shall have the meaning set forth in Section 17.12 hereof.

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

"Rules and Regulations" shall mean the Rules and Regulations governing MINNEOLA HILLS as adopted by the Declarant or the Board from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below, and such amendment to the Rules and Regulations shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2020). Nothing herein shall preclude any Supplemental Declaration or other recorded

covenants applicable to any portion of MINNEOLA HILLS from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. To the extent authorized by the CDD, the Board shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas (if any) or to the Facilities.

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

"SJRWMD" shall mean the St. Johns River Water Management District.

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

"Surface Water Management System" or **"SWMS"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2020). The SWMS includes those works authorized by SJRWMD pursuant to the Permit. The SWMS will be part of the Facilities and will be maintained by the District.

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

"Telecommunications Services" shall mean delivered entertainment services, if provided, or none at all; all services that are typically and, in the future, identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

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

"Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders.

"Turnover Date" shall mean the date on which transition of control of the Association from the Declarant to Owners and Builders occurs.

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

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

"Wetland Conservation Areas" shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas will be part of the Facilities and will be maintained by the District.

3. Plan of Development.

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

3.2 Governing Documents. The Governing Documents create a general plan of development for MINNEOLA HILLS. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of MINNEOLA HILLS from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement (as defined below) for a Home within MINNEOLA HILLS shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Declaration, the Articles, the Bylaws and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles and the Bylaws, in that order, shall prevail.

3.3 Site Plans and Plats. Site plans, construction plans or the Plat may identify some of the Common Areas or Facilities within MINNEOLA HILLS. The description of the Common Areas or Facilities on the Plat or any site plan or construction plan is subject to change and the notes on a Plat or site plans are not a guarantee of what improvements will be constructed as Common Areas (if any) or Facilities. Site plans and renderings used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Common Areas or Facilities, but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant, Builders and Owners with respect to the Common Areas or Facilities. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of MINNEOLA HILLS owned by the Declarant or reconfigure any Lot or other land owned by the Declarant, for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat or converting any Lot or portion thereof to use as a right-of-way, provided the Declarant owns the lands affected by or subject to such change.

3.4 Rentals. From time to time, Declarant or Builders may market and/or sell Homes in MINNEOLA HILLS to investors or to buyers who may not occupy their Homes as their primary residence. In addition, Declarant or Builders may own Homes within MINNEOLA HILLS and may lease such Homes to occupants. Consequently, Homes in MINNEOLA HILLS may be leased to or occupied by persons other than the record title of such Home. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that (i) limit the total number of Homes in MINNEOLA HILLS that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any

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

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration and/or the Rules and Regulations as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of MINNEOLA HILLS; (ii) additions or deletions from MINNEOLA HILLS and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners and Builders provided that such easements do not prohibit the construction or use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration and/or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner and Builder shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests. After the Turnover, the Rules and Regulations may be amended with the approval of a majority of the Board and such amendment to the Rules and Regulations shall be recorded by the Board in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2020). Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to the Governing Documents shall affect the rights of Builders unless such amendment receives the prior written consent of the Builders, which consent may be withheld for any reason whatsoever.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, Builders, or any

other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, Builders, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

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

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

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

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. If the Association ceases to exist, and to the extent they are not owned and operated by the District, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity that would comply with Rule 62-330.310, Florida Administrative Code (2020), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by SJRWMD prior to such termination, dissolution, or liquidation.

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

7. Binding Effect and Membership.

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

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

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

7.3.1 Class A Members. Class A Members shall initially be all Owners and shall not include Builders until after the Turnover. From and after the Turnover, Class A Members shall include all Builders. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. The Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned by Declarant; provided, however, as to land which is

annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned by them. "**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Class A Members. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Board. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Owners and Builders of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for MINNEOLA HILLS are conveyed to Class A Members;

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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2020).

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

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

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

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

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of MINNEOLA HILLS for various public purposes or for the provision of telecommunications systems, or to make any portions of MINNEOLA HILLS part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of MINNEOLA HILLS. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas and Facilities.

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

Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. IT IS ANTICIPATED BY THE DECLARANT THAT MOST, IF NOT ALL, OF THE COMMONLY SHARED IMPROVEMENTS WITHIN MINNEOLA HILLS WILL BE OWNED BY THE DISTRICT. AS SUCH, COMMON AREAS (IF ANY) ARE LIMITED TO THOSE COMMONLY SHARED IMPROVEMENTS THAT ARE NOT FACILITIES OWNED BY THE DISTRICT.

9.2 Construction of Common Areas and Improvements. Since most of the commonly shared improvements within MINNEOLA HILLS will be owned by the District, the Declarant anticipates it will construct very little, if any, improvements as part of the Common Areas, as the Declarant may determine in its sole discretion. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements within MINNEOLA HILLS, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas (if any). The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant (if any), including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

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

9.4 Conveyance.

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

9.4.2 Common Area Reservations. The Common Areas (if any) shall be subject to the following provisions:

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

any;

9.4.2.2 matters reflected on the Plat;

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

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

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

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or any portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant and Builders (so long as such Builder owns a Lot within MINNEOLA HILLS), or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members. A quorum for any meeting of the members for the purpose of any action taken under this Section 9.5 shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

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

9.7 Delegation. Once conveyed or dedicated to the Association or the District, the Common Areas and improvements located thereon, or the Facilities, as applicable, shall at all times be under the complete supervision, operation, control, and management of the Association or the District, as applicable.

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

9.8 Use.

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

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

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

9.8.4 Obstruction of Common Areas/Facilities. No portion of the Common Areas or Facilities, as applicable, may be obstructed, encumbered, or used by Owners or Builders for any purpose other than as permitted herein or otherwise permitted by the Association or the District.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with

use or occupancy of any portion of such Common Areas or Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within MINNEOLA HILLS; and (v) design of any portion of MINNEOLA HILLS. Each Owner also expressly indemnifies and agrees to hold harmless the Declarant, Builders, the Association and all employees, directors, representatives, officers, agents and partners of the Declarant, Builders, the Association from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas or Facilities, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, THE FACILITIES, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND FACILITIES, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, THE DISTRICT, BUILDERS AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

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

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. Amendments to the Rules and Regulations shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2020). The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any. To the extent authorized by the CDD, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas or to the Facilities.

9.9.2 Declarant and Builders Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant and/or Builders, or to any property owned by the Declarant and/or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of MINNEOLA HILLS or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant and its designees and assigns, and Builders, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within MINNEOLA HILLS, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties owned by Declarant or its designees located outside of MINNEOLA

HILLS), general office and construction operations within MINNEOLA HILLS; (iii) place, erect or construct portable, temporary or accessory buildings or structures within MINNEOLA HILLS for sales, construction storage or other purposes in locations approved in writing by the Declarant; (ii) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of MINNEOLA HILLS; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of MINNEOLA HILLS, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of MINNEOLA HILLS including, without limitation, Lots, Parcels and Homes, in locations approved in writing by the Declarant; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to MINNEOLA HILLS by dredge or dragline, store fill within MINNEOLA HILLS and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, MINNEOLA HILLS and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising MINNEOLA HILLS. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders pursuant to this Section 9.9.2 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

9.10 Public Facilities.

- (a) MINNEOLA HILLS may include one or more public facilities that may be dedicated to the City. One or more lift stations dedicated to the City as part of the waste water treatment system may be located within the boundaries of MINNEOLA HILLS. The roadways within MINNEOLA HILLS shall be public roadways maintained by the City and shall not be maintained by the Association or the District. THE ROADWAYS WITHIN, ADJACENT TO OR IN PROXIMITY TO MINNEOLA HILLS ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, BUILDERS, THE CDD AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.
- (b) Approximately sixty-five (65) acres of land within the Property has been or will be designated for City park purposes. Such land which has been or will be designated for City park purposes is generally referred to as "Tract R-1". The City is responsible for development and maintenance of Tract R-1.

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

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

extent such matters are not covered by insurance maintained by the Association.

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

9.14 Water Mains and Damage to Common Areas. In the event the City or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a sidewalk, paved area, landscaping or other improvement located within the Common Areas in connection with the City's operation, maintenance or repair of a water line or sanitary sewer line or roadway, then the Association shall be responsible for the repair of such Common Areas, if such repair is not conducted by the City. The costs associated with any such repair or replacement shall be part of the Operating Expenses and each Owner shall pay an equal share of the expenses, if such expenses are not paid for by the City.

10. Maintenance by the Association. Except as may be otherwise provided herein, or in a Supplemental Declaration, the following provisions shall relate to all of Lots and Homes within MINNEOLA HILLS.

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

10.2 Landscape Maintenance. Notwithstanding any other provision of this Declaration to the contrary, the Association and the District shall have no responsibility for the maintenance of landscaped areas within any Lot, including, without limitation, sod, irrigation and irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaped areas. Except as otherwise provided in a Supplemental Declaration, the record title owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of such Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration.

10.3 Right-of-Way. Except as otherwise maintained by the City or the District, the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of any trees and landscaping located in the right-of-way adjacent to any Common Areas; however, the Association shall not be responsible for replacement of any such trees or landscaping. Each Owner agrees to reimburse the Association for any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts, or the negligent or willful acts of such Owner's Lessees, family members, guests or invitees. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner or its Lessees, family members, guests or invitees shall subject the Owner to an Individual Assessment for such costs. The cost associated with any such maintenance of the trees and landscaping located in the right-of-way adjacent to any Common Areas shall be part of the Operating Expenses. Notwithstanding anything contained in this Section to the contrary, but except as otherwise provided in a Supplemental Declaration, each Owner shall be responsible for the maintenance of all landscaping in right-of-ways adjacent to such Owner's Lot.

10.4 Adjoining Areas. Except as otherwise provided herein or otherwise maintained by the CDD,

the Association shall only maintain those drainage areas, swales, parking areas, retention/detention area slopes and banks, and landscape areas (if any) that are within any Common Areas, and certain Lots only to the extent specifically provided herein, and further provided that, such areas shall be readily accessible to the Association. The Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between the Association and the District. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

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

10.6 Right of Entry. The Declarant, the Association, the District and Builders, as applicable, are granted a perpetual and irrevocable easement over, under and across all of MINNEOLA HILLS for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant, for itself and on behalf of Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant, or a Builder, as applicable, may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of MINNEOLA HILLS if the Declarant, or such Builder, as applicable, is required to do so in order to obtain the release of any bond posted with any governmental agency.

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

10.8 District Facilities. The District may contract with the Association for the maintenance, repair, and replacement of the Facilities in the District's sole and absolute discretion and subject to any written agreement accepted by the Association.

11. Maintenance by Owners. All Lots and Homes, including, without limitation, all lawns, landscaping, irrigation facilities, driveways, walkways and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of MINNEOLA HILLS by the record title owner of the applicable Lot. Each record title owner of a Lot is specifically responsible for maintaining all grass, landscaping, improvements, and paved surfaces within

any portion of a Lot. No tree installed by the Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing MINNEOLA HILLS. If any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ARC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner. Except as otherwise expressly provided herein, or in a Supplemental Declaration, each Owner and Builder is specifically responsible for maintaining all grass, landscaping, paved surfaces and other improvements within any portion of a Lot.

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

11.2 Landscape Maintenance Standards. Except as otherwise expressly provided in a Supplemental Declaration, the following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping within all Lots:

11.2.1 Trees. Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground, unless otherwise stipulated by any applicable law, regulation or local ordinance.

11.2.2 Shrubs. All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner.

11.2.3 Grass.

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

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

11.2.3.3 Grass. Each yard shall be improved with the type of grass approved by the local municipality or other applicable governmental authority at the time of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas with code required drought tolerant grass in other areas. Any modification to or replacement of sod and/or landscape by an Owner or a Builder is subject to Section 373.185, Florida Statutes (2020), and any other applicable law or local ordinance. The Association may enforce Florida friendly landscaping should an Owner or Builder plant any high water use grass or prohibited invasive species not in compliance with local ordinance and/or local landscaping code or Florida Statutes.

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

11.2.5 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty

(30) days of dying. If the City code or SJRWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

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

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

11.2.8 Weeding. Weeds growing on Lots, including in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

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

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

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

11.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely maintain, pressure wash, repair and/or replace the driveways, walkways and sidewalks located upon such Owner's Lot, including, without limitation, brick pavers, and other paved and concrete surfaces comprising part of a Lot. In the event the City or any of its subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Further, each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk or walkway caused by such Owner's negligence (or the negligence of such Owner's Lessees, guests, invitees or family members).

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

11.7 Right of Way. Each Owner shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the irrigation facilities, trees, sidewalk, driveway and landscaping immediately adjacent to such Owner's Lot and located between such Owner's Lot and the roadway (the "Right-of-Way"). The Declarant may install brick paver walkways, driveways and other improvements, including, without limitation, landscaping, yard drains and/or drainage pipes (collectively, the "ROW Improvements") within the right-of-way or easement adjacent to the Lot. Each Owner shall be responsible for maintaining all ROW Improvements located adjacent to such Owner's Lot and located within the Right-of-Way or easement. The Right-of-Way and ROW Improvements will not be maintained by the Association. Except as otherwise expressly provided in a Supplemental Declaration, every Owner shall be required to irrigate the grass and landscaping located within the Right-of-Way in a routine and ordinary manner and shall ensure that sufficient irrigation continues during all periods when the Owner is absent from the Home. No tree installed by the Declarant or a Builder in such right-of-ways shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing MINNEOLA HILLS. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ARC.

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

11.8.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing their Lot. Except as provided in this Section 11.8, the cost of reasonable

repair shall be shared equally by adjoining Lot Owners.

11.8.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or its guests, Lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Lot Wall/Fence.

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

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

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

11.9 Water Mains and Improvements within Lots. In the event the City, or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot or the Right-of-Way adjacent to such Lot in connection with the City's operation, maintenance or repair of any water line, sanitary sewer line or other maintenance conducted by the City, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located or adjacent to such Right-of-Way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvements at such Owner's expense, if such expenses are not paid for by the City. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.10 Pressure Washing. Except as otherwise provided in a Supplemental Declaration, each Owner at their sole cost and expense shall be responsible for pressure cleaning the roofs and the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within MINNEOLA HILLS, except for any Lots owned by the Declarant. Except as otherwise provided herein, all Owners and Builders

must comply with the following restrictions:

12.1 Alterations and Additions. Except as otherwise provided in Section 19 of this Declaration with respect to Builders, no material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first obtained from the ARC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred, or kept within MINNEOLA HILLS for commercial purposes. Other than swine, poultry, or pets that become a nuisance, Owners may keep domestic pets as permitted by City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. The maximum number of animals/domestic pets that may be kept on a Lot shall be four (4). For purposes of this Section "domestic pets" means dogs (excluding Pit Bull-type breeds), cats, rabbits, domestic birds, fish, gerbils, hamsters, and other types of pets that are contained inside the home within an aquarium, terrarium, small cage or similar type device as long as they are not poisonous or hazardous should they escape. Pets permitted by this Section 12.2 may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas or Facilities, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for immediately removing from the Common Areas or Facilities, any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section 12.2 are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

12.3 Artificial Vegetation; Vegetable Gardens. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed, or maintained upon the exterior portion of any Lot, unless approved by the ARC. No vegetable garden shall be erected, installed or maintained on any Lot unless erected, installed or maintained within a fenced-in portion of the rear yard of such Lot, in such manner so as not to be visible from the street or from any other Lot.

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

12.4.1 Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk, even if the sidewalk intersects the driveway. No vehicles of any nature shall be parked on any portion of MINNEOLA HILLS or a Lot except on the surfaced parking area thereof. Vehicles shall not be parked on any paved or concrete surfaces comprising the Common Areas (if any), except in designated parking areas, if any. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in MINNEOLA HILLS except during the period of delivery of goods or during the provision of services. ROADWAYS WITHIN MINNEOLA HILLS ARE PUBLIC ROADWAYS, AND ROADWAYS WITHIN MINNEOLA HILLS SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR HOME ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING AND USAGE OF PUBLIC ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL AUTHORITY AND THE ASSOCIATION

DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT.

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

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within MINNEOLA HILLS except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, municipality- issued vehicles, utility vehicles (e.g., Broncos, Blazers, Explorers, Navigators, etc.), or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicle displaying commercial advertising shall be parked within the public view, except as otherwise approved by the Board in writing. However, in the event an Owner has no other option but to park a vehicle in the public view and the advertising has not been pre- approved by the ARC and/or the Board, the advertising on such vehicle must be covered with magnetic covers of the same color as the vehicle. No vehicles with missing or expired tags or registrations shall remain on MINNEOLA HILLS, except in the garage of a Home. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within MINNEOLA HILLS. For any Owner who drives an automobile issued by the City, County or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no all-terrain vehicle (ATV) or mini motorcycle may be parked or stored within MINNEOLA HILLS, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, the Builders, or their subcontractors, suppliers, consultants or agents.

12.4.4 Towing. SUBJECT TO APPLICABLE LAWS AND ORDINANCES, ANY VEHICLE PARKED IN VIOLATION OF THESE OR OTHER RESTRICTIONS CONTAINED HEREIN OR IN THE RULES AND REGULATIONS MAY BE IMMEDIATELY TOWED BY THE ASSOCIATION AT THE SOLE EXPENSE OF THE OWNER OF SUCH VEHICLE. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas or Facilities that are in violation of this Declaration. NOTWITHSTANDING THE FOREGOING, THE ROADWAYS WITHIN MINNEOLA HILLS ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION BE OBLIGATED OR RESPONSIBLE FOR TOWING VEHICLES PARKED ON ROADWAYS WITHIN MINNEOLA HILLS.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or

repair the damaged Home or improvement in accordance with Section 14.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC.

12.6 Commercial Activity. Except for normal construction activity, sale and re-sale of a Home by the Declarant and/or Builders, or sale or re-sale of other property owned by the Declarant, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within MINNEOLA HILLS, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, (i) business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations; (ii) no one other than the Owner, Lessee or other occupants of the Home shall regularly work at or visit the home office for business purposes; (iii) such home business office shall not interfere with the peaceful enjoyment of other Owners within MINNEOLA HILLS or create a material increase in traffic to and from the Lot any other nuisance as determined by the Board in its sole discretion; and (iv) no work or service may be conducted on the Lot that can be seen or heard outside of the Home. No Owner may actively engage in any solicitations for commercial purposes within MINNEOLA HILLS. No solicitors of a commercial nature shall be allowed within MINNEOLA HILLS, without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

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

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

12.9 Cooking. No cooking shall be permitted on the Common Areas, except in areas designated for those purposes by the Association (if any). No grills or barbeque facilities shall be placed in the front yard of any Lot, except for temporary use during pre-approved community or special events as determined by the Board in its sole discretion. The Board shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout MINNEOLA HILLS in the front and side yards of a Lot, but such facilities shall be permitted in the rear.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, lampposts, statues or weather vanes shall be installed or placed within or upon any portion of MINNEOLA HILLS without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 25th of the following year. Except for holiday lighting permitted in accordance with the foregoing sentence, no decorations or other ornaments shall be hung from any trees located upon the Lots. The ARC may establish standards for holiday lights and decorations at its sole discretion. The ARC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through MINNEOLA HILLS). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2020), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC. All lawn ornaments shall be removed from exterior portions of the Home and Lot by the Owner and shall be stored within the Home upon the issuance

of any storm warning.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of MINNEOLA HILLS complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant in Declarant's sole and absolute discretion, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. The District shall be responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "Drainage Improvements"), which Drainage Improvements may be located within the Facilities, the Common Areas or Lots; provided, however, except as otherwise provided in a Supplemental Declaration, each Owner shall be solely responsible for the landscaping and routine maintenance of any drainage easement located upon their Lot. After Drainage Improvements are installed by the Declarant or a Builder, as applicable, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the District; however, the District and the Association shall have no responsibility for grass and landscape maintenance within a Lot, which shall be maintained in accordance with the provisions of Section 11 of this Declaration or a Supplemental Declaration. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ARC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ARC, except for walls or fences installed by the Declarant or Builders. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences installed by an Owner must be in compliance with the Community Design Guidelines. In the event a fence is installed within a drainage easement area, with prior written ARC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. All screening and screened enclosures shall have the prior written approval of the ARC and shall be in compliance with the Community Design Guidelines. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

12.15 Fuel Storage. No fuel storage shall be permitted within MINNEOLA HILLS, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment, or similar devices.

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

12.17 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash

containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than the evening before the day of pick-up and shall be removed no later than the evening on the day of pick-up. Except for normal construction debris and refuse on a Lot during the course of construction of a Home by the Declarant or a Builder, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of MINNEOLA HILLS.

12.18 Hurricane Shutters. Any permanent fixture for hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARC, shall match the color or trim of a Home and be of a neutral color, except as otherwise set forth in the Community Design Guidelines. Panel, accordion, and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to twenty-four (24) hours prior to the expected arrival of a storm, which must be removed within twenty-four (24) hours after the end of such storm.

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

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2020), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ARC and in accordance with the Community Design Guidelines.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of MINNEOLA HILLS, as determined by the Board in its sole discretion. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of MINNEOLA HILLS shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association no later than five (5) days of the full execution of such Lease Agreement. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than three (3) times in any calendar year unless otherwise approved by the Association in the case of hardship; provided, however, that if a Lessee defaults under its Lease Agreement and the Owner terminates such Lease Agreement on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new Lessee under a new Lease Agreement (for a term of at least one (1) year), and such new tenancy shall not count as an additional lease for the specified period.

The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. Each Owner is responsible and liable for all violations and losses caused by such Lessees or occupants, notwithstanding the fact that such Lessees are also fully liable for any violation of the Declaration or Rules and Regulations. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessees should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. The Owner will be jointly and severally liable with the Lessee to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of MINNEOLA HILLS or to pay any claim for personal injury, death or damage to property caused by the act or omission of such Lessee or its guests, family members or occupants. Individual Assessments may be levied against the Lot for any such amounts. All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. Sub-leasing is strictly prohibited, and the Lessee under any Lease Agreement must be the occupant of the Home. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23 Mailboxes. No mailboxes shall be installed on any Lot.

12.24 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children and guests at all times in and about MINNEOLA HILLS. The Declarant, Builders, and the Association shall not be responsible for any use of the Common Areas by anyone, including minors.

12.25 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of MINNEOLA HILLS, as determined by the Board in its sole discretion, is permitted. The foregoing restriction shall not apply to sales, marketing, construction and development activities by Builders and the Declarant. No firearms shall be discharged within MINNEOLA HILLS. Nothing shall be done or kept by any Owner or Builder within the Common Areas or any other portion of MINNEOLA HILLS, including a Home or Lot, which will increase the rate of insurance to be paid by the Association.

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

12.27 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ARC to the Owner of the applicable Lot. All colors must be approved by the ARC prior to application on a Home.

12.28 Personal Property; Patio and Lawn Furniture. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of MINNEOLA HILLS, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ARC. The ARC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ARC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ARC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of

any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

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

12.30 Roofs, Driveways and Pressure Cleaning. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walkways, driveways, and sidewalks shall be pressure cleaned within the time period stated in a written notice from the Board to the Owner of the applicable Lot, but in no event, later than within thirty (30) days from date of such notice by the ARC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be in compliance with the Community Design Guidelines.

12.31 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ARC as required by this Declaration. Each Owner agrees that the location of such items must be first approved by the ARC in order to address the safety and welfare of the residents of MINNEOLA HILLS. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Design Guidelines adopted by the Board and shall be governed by the then current rules of the FCC.

12.32 Screened Enclosures. Subject to Section 19.18 below, all screening and screened enclosures shall have the prior written approval of the ARC and shall be in accordance with the Community Design Guidelines. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and shall comply with the Community Design Guidelines.

12.33 Signs and Flags. Except as otherwise expressly provided herein, no sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of MINNEOLA HILLS, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display, in a respectful manner, one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6').

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the City and all setback and location criteria contained in this Declaration and in the Community Design Guidelines. Notwithstanding anything contained in this Section to the contrary, each Owner shall be permitted to install the following in accordance with the Community Design Guidelines and subject to ARC approval: (i) customary address signs, and (ii) one (1) "for-sale" sign

of not more than four (4) square feet in size advertising a Lot for sale, which sign must comply with all requirements of the ARC and Community Design Guidelines. Notwithstanding anything contained in this Section to the contrary, a "permit board" displaying a building permit from the applicable governmental agency is allowed if required to be posted conspicuously by the applicable government agency. Each Owner shall be permitted to display no more than two (2) political signs on its Lot, and such political signs may be displayed only for two (2) weeks prior to the applicable Federal, State or local election and must be removed on the day following such election. In no event shall any Owner be permitted to install any political sign that is larger than twenty-four inches (24") in width by thirty-six inches (36") in height. The ARC may establish standards for political signs at its sole discretion, so long as such standards apply to all political signs regardless of any party affiliation. The ARC may require the removal of any political sign that is unsightly or offensive or creates a nuisance in the ARC's sole discretion (e.g., unacceptable spillover to adjacent Home or excessive travel through MINNEOLA HILLS). "Protected by alarm" and security-related signs may be installed only upon the prior written approval of the ARC, and such alarm and security-related signs (i) shall not exceed six inches (6") in width by eight inches (8") in height, and (ii) shall only be installed in designated landscaping areas near the front door and/or rear door of the Home. All such signs permitted by this Section shall be removed from exterior portions of the Home and Lot by the Owner and shall be stored within the Home upon the issuance of any storm warning.

The Declarant, the Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within MINNEOLA HILLS such signs and flags as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within MINNEOLA HILLS. Within thirty (30) days of the final sale of the last Home owned by a Builder within MINNEOLA HILLS, the Builder shall remove from MINNEOLA HILLS all marketing materials including, but not limited to, flags banners, placards and signage. The Declarant reserves the right to institute a signage plan for MINNEOLA HILLS, which such signage plan must be complied with by all Builders. The prohibitions on signs and flags displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.34 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of MINNEOLA HILLS without the prior written consent of the ARC and then only if permitted by the Community Design Guidelines. In no event shall a Lot contain a permanent basketball hoop or basketball goal.

12.35 Social Media. The Association may create an official social media page, forum or website for MINNEOLA HILLS. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for MINNEOLA HILLS and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for MINNEOLA HILLS agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with MINNEOLA HILLS, the Declarant, the ARC or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager is responsible for monitoring any social media page(s) for MINNEOLA HILLS. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT

OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

12.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained, except for portable storage and moving facilities which shall be permitted for no more than five (5) days from the time of an Owner's or Lessee's initial occupancy of a Home. Any such portable storage facilities may not be kept in the roadway and shall be kept wholly within the applicable Owner's Lot. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ARC. In the event an Owner is in violation of the foregoing restrictions, after written notification is given to such violating Owner, the Association shall have the right to enter upon such Owner's Lot to have such violating container or storage facility removed and all related removal costs, including, without limitation, administrative charges and attorneys' fees, shall be charged against the individual Owner as an Individual Assessment. This Section shall not apply to temporary structures and storage facilities utilized by Builders in connection with the construction, marketing or sale of Homes within MINNEOLA HILLS. Builders shall have the right to place, erect or construct portable, temporary or accessory buildings or structures within MINNEOLA HILLS for sales, construction storage or other purposes, subject to the prior written approval by the Declarant as to the location, design and quality of all portable, temporary or accessory buildings or structures within MINNEOLA HILLS for sales, construction storage or other purposes.

12.37 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel within MINNEOLA HILLS shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and thereafter, by the Association. No Owner or Builder shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to MINNEOLA HILLS, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.38 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of MINNEOLA HILLS or within any Home or Lot, except those which are required for normal household use or construction activities of Builders. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or located within side or rear yards in a manner to be screened from view by landscaping or other materials approved by the ARC.

12.39 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ARC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ARC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Design Guidelines. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.40 Swimming, Fishing and Boating. Swimming, wading and fishing is prohibited within any of the retention/detention areas or water bodies within the boundaries of MINNEOLA HILLS.

12.41 Swimming Pools and Spas. No above-ground pools shall be permitted on any Lot. Except as installed by the Declarant or a Builder, all in-ground pools, hot tubs, spas, and appurtenances installed shall require the prior written approval of the ARC as set forth in this Declaration. The design of all pools and pool enclosures must comply with the Community Design Guidelines. All pools shall be adequately

maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant, no diving boards, slides, or platforms shall be permitted without ARC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any retention/detention areas or water bodies within MINNEOLA HILLS or adjoining properties.

12.42 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, Lessees, guests or invitees on, over or from any Lot or Common Area within MINNEOLA HILLS, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable conditions and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or the Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, Lessees, guests or invitees.

12.43 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, guests, Lessees and invitees. This Section 12.40 shall not apply to Builders.

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

12.45 Wells and Septic Tanks. Except for any septic tanks or wells installed by the Declarant, no individual wells or septic tanks will be permitted on any Lot.

12.46 Wetlands and Mitigation Areas. If the Common Areas or the Facilities include one or more preserves, upland conservation areas, buffers, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without prior approval of the ARC or the District, as applicable, and approval from any governmental agencies having jurisdiction. Except as otherwise maintained by the District, such areas are to be maintained by the Association in their natural state.

12.47 Window Treatments. Within one (1) month after the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments that may be viewed from the roadway shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets, or other temporary window treatments are permitted, except for periods not exceeding one (1) month after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars, awnings or canopies shall be placed on the exterior of any Home. No shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC and in accordance with Community Design Guidelines. No reflective tinting or mirror finishes on windows shall be permitted. Window treatments facing the street shall be in accordance with Community Design Guidelines.

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

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas or Facilities by reason of original construction by the Declarant or any Builder, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant, any Builder or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other

improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas or Facilities. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance.

14.1 Association Insurance.

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

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

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

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

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner of a Lot shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home on a Lot is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ARC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required

Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date from the date such Required Demolition is completed, or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by Section 14 shall be in accordance with the Community Design Guidelines and any other standards established by the Association with respect to any casualty that affects all or a portion of MINNEOLA HILLS. The Owner shall be responsible to obtain all permits and approvals required by the City in connection with the demolition, reconstruction and other work described in Section 14 of this Declaration.

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

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

14.3 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of an Owner to comply with this Section 14.

14.4 Fidelity Bonds. If available, the Association may procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds may be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond (if obtained) will be based upon the Board's reasonable business judgment.

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

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

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

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

14.9 Declarant and Builders have No Liability. Notwithstanding anything to the contrary in this Section 14, the Declarant, Builders, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

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

15. Property Rights.

15.1.1 Owners' Easement of Enjoyment. Every Owner, Builder, Lessees, guests and invitees, and every owner of an interest in MINNEOLA HILLS shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.2 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended or supplemented from time to time;

15.1.3 Rules and Regulations governing use and enjoyment of the Common Areas and Facilities;

15.1.4 The right of the Association to suspend rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2020);

15.1.5 The right of the Association to suspend an Owner's or Lessee's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas or, to the extent authorized by the CDD, the Facilities, for any period during which any Assessments or District Maintenance Special Assessments levied against that Owner remains unpaid;

15.1.6 The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer by the Association shall be effective prior

to the Community Completion Date without prior written consent of the Declarant;

15.1.7 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration. No such modification by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

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

15.1.9 The rights of the Declarant, Builders, the District and/or the Association regarding MINNEOLA HILLS as reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

15.1.10 An Owner relinquishes his or her right to use of the Common Areas and Facilities during the time that a Home is leased to a Lessee.

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

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), over, upon, across, and under MINNEOLA HILLS as may be required in connection with the development of MINNEOLA HILLS, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of MINNEOLA HILLS, and other lands designated by the Declarant. Further, Declarant reserves an easement for itself and its nominees over, upon, across, and under MINNEOLA HILLS, including all Lots, Facilities and Common Areas, as may be necessary or desirable in connection with performing any construction, maintenance or other development for purposes of obtaining any bond release, approval or other deposit or as required by the City. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within MINNEOLA HILLS for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas and Facilities. The Declarant and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas or Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or Facilities, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses or as part of the District Maintenance Special Assessments. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's, and/or a Builder's use of the Common Areas or Facilities. The Declarant and Builders intend to use the Common Areas and Facilities for sales of Lots and Homes. Further, the Declarant and its affiliates may market other residences and commercial properties located outside of MINNEOLA HILLS from the Declarant's sales facilities located within MINNEOLA HILLS. The Declarant and Builders have the right to

use all portions of the Common Areas and Facilities in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. At no time shall the Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section, and the rights reserved herein in favor of the Declarant shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such the easement rights reserved in favor of Builders pursuant to this Section 15.3 shall be subject to the Declarant's prior written authorization provided in an written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

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

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

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

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

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

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, the District, and their designees, SJRWMD, the City, and/or any governmental agency having jurisdiction over MINNEOLA HILLS over, across and upon MINNEOLA HILLS for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant, the District or Builders, (ii) landscaping of the SWMS, (iii) as required by the District, City or the Permit, and/or (iv) improvements approved by the ARC. A non-exclusive easement for ingress and egress and access exists over, across and upon MINNEOLA HILLS for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of

MINNEOLA HILLS and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through MINNEOLA HILLS and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

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

15.11 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations over, above, across, and under MINNEOLA HILLS. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

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

16. Hills of Minneola Community Development District.

16.1 Generally. Portions of MINNEOLA HILLS may be owned by the CDD, including, without limitation (to the extent applicable and actually constructed), the SWMS, any Recreational Facilities (as defined herein), any Perimeter Walls/Fences (as defined herein), any Mail Delivery Centers (as defined herein), any dog park, any Wetland Conservation Areas, open space areas and utilities, if any. Notwithstanding the foregoing, the Declarant and the District are not obligated to, nor have they represented that they will construct any such Facilities. To the extent any portions of MINNEOLA HILLS are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**Facilities**"). EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES OWNED BY THE CDD ARE NOT COMMON AREA. OWNER WILL HAVE SEPARATE RIGHTS AS A MEMBER OF THE CDD.

16.2 Creation of the CDD. The CDD may issue, or has issued, Special Assessment Bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the CDD puts Homes and other portions of MINNEOLA HILLS under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, the SWMS, utility plants and lines, land acquisition, Perimeter Walls/Fences, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within MINNEOLA HILLS (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for these Facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The CDD may issue both long term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the special assessment's bonds may be repaid through non ad valorem special assessments (the "**District Debt Service Assessments**") levied on all benefiting properties in the CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the "**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services (the "**District Maintenance Special Assessments**").

16.3 CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, County, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Lake County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service

Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct obligations of the record title owner and are secured by a lien against such record title owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Home. The CDD may construct, in part or in whole, by the issuance of Bonds certain facilities that may consist of roads, walls or fences, utilities and/or drainage systems, as the CDD determines in its sole discretion.

16.4 Common Areas and Facilities Part of CDD. Portions of the Common Areas may become part of the CDD. In such event, Common Areas will become part of the Facilities, will be part of the CDD and the CDD shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas once conveyed to the CDD. ANY CONVEYANCE OF COMMON AREAS TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. The Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the CDD or the Association. If conveyed to the CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The CDD or the Association may promulgate rules, regulations and/or covenants that may outline use restrictions for the Facilities, or the Association's responsibility to maintain the Facilities, if any. The establishment of the CDD and the inclusion of Facilities in the CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

16.5 Facilities Owned by CDD. The Facilities may be owned and operated by the CDD or owned by the CDD and maintained by the Association, subject to any written agreement accepted by the Association. The Facilities may be owned by a governmental entity other than the CDD. The Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

16.6 Drainage Improvements. The District shall be solely responsible for the Drainage Improvements, which may be located within the Facilities, the Common Areas, or Lots, each Owner shall be solely responsible for the landscaping and routine maintenance of any drainage easement located upon their Lot. The District shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all Drainage Improvements at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the District shall be responsible to rectify the drainage pattern to its original intended design.

16.7 Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "Retention/Detention Area Slopes"). All Retention/Detention Area Slopes will be regulated and maintained by the District, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards (as defined below), if any. The Declarant hereby grants the District and the Association an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The District may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners and Builders who own Lots adjacent to such areas ("Retention/Detention Area Slopes Maintenance Standards"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The District and/or the Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner and Builder has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner and Builder hereby grants the District and the Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes

Maintenance Standards. For the purposes of this Declaration, each day that an Owner or Builder fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

16.8 Right-of-Way. Subject to Section 11 herein, the District shall be responsible for the costs, charges and expenses incurred in connection with maintenance of irrigation, trees and landscaping located in the right-of-way adjacent to any Facilities, and same shall be part of operation and maintenance expenses of the CDD. The cost associated with any such maintenance of the right-of-way shall be charged to Owners as part of the District Maintenance Special Assessments. Each Owner agrees to reimburse the District any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts, or the negligent or willful acts of such Owner's Lessees, guests or invitees. Notwithstanding anything contained in this Section to the contrary, each Owner shall be responsible for the maintenance of all landscaping in the right-of-ways adjacent to such Owner's Lot.

16.9 Recreational Facilities.

16.9.1 General Restrictions. The Facilities may include certain recreational facilities as determined by the District (the "Recreational Facilities"), which such Recreational Facilities shall be owned and maintained by the District. Each Owner, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

16.9.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and legal guardians are responsible for the actions and safety of such minors and any damages caused by such minors. The CDD or the Association (to the extent authorized by the CDD) may adopt Rules and Regulations from time to time governing minors' use of the Recreational Facilities, including, without limitation, requirements that minors under a reasonable age be accompanied by adults while using the Recreational Facilities.

16.9.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, its Immediate Family Members, Lessees and guests, and the personal property of all of the foregoing, and each Owner shall not allow any damage the Recreational Facilities or interfere with the rights of other Owners hereunder. The Declarant, the District, Builders, and the Association shall not be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

16.9.1.3 Activities. Any Owner, Lessee, Immediate Family Member, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, Immediate Family Member or guest.

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

16.9.3 Indemnification. By the use of the Recreational Facilities, each Owner, Lessee, Immediate Family Member and guest agrees to indemnify and hold harmless the Declarant, Builders and the Association, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "Losses") incurred

by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners, Lessees, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any insurance policies covering the Recreational Facilities.

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

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

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

16.9.5.2 an Owner, Lessee, Immediate Family Member, and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities; or

16.9.5.3 an Owner fails to pay Assessments or District Maintenance Special Assessments due.

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

16.10 Perimeter Walls/Fences. The Declarant, the District and/or Builders may install perimeter walls or fences within MINNEOLA HILLS (the "Perimeter Walls/Fences"). The CDD at all times shall have the exclusive right to maintain, repair, replace any Perimeter Walls/Fences within MINNEOLA HILLS, including Perimeter Walls/Fences located on Lots (if any); however, each Owner shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on or adjacent to the Owner's Lot. The District shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the District's discretion and the costs of such maintenance, repairs or replacement shall be charged to the Owners as part of the District Maintenance Special Assessments. Failure of the District to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant and the District neither

commit to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

16.1 Dog Park. The Declarant anticipates it or the District may construct a dog park as part of the Recreational Facilities. All provisions contained herein with respect to Recreational Facilities shall apply to such dog park. The CDD or the Association (to the extent authorized by the CDD) may adopt Rules and Regulations from time to time governing the dog park. By acceptance of a deed to a Home, each Owner acknowledges and agrees that unleashing a dog and being physically present at the dog park area involves risks of injury to persons and dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of proper training. Each Owner understands there is a risk that not all dogs present in the dog park are vaccinated for rabies or other diseases, which could result in injury to persons or dogs. Additional risks include, but are not limited to: dog fights; dog bites; negligence or irresponsibility of a dog owner; inability to predict a dog's reaction to movement, sounds, objects, persons, or other animals; actions by a dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting; theft or unlawful capture; escape over and under fences and gates; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in a dog's coat, feet, eyes, nose, or ears; insects such as mosquitoes, spiders, ticks, chiggers, fleas and other pests; wildlife such as foxes, deer, raccoons, opossums, mice, rats, coyotes, turtles, and other animals; inclement weather; acts of God; traffic on nearby streets; and all other circumstances inherent to dog activities or outdoor activities. THE DECLARANT, THE DISTRICT, BUILDERS AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE SAFETY OF PERSONS OR ANIMALS USING THE DOG PARK. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND THE SAFETY OF THEIR PETS.

16.2 Mail Delivery Centers. Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "Mail Delivery Centers"). Such Mail Delivery Centers within MINNEOLA HILLS may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant, a Builder, or the CDD, or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant, a Builder, or the CDD. Mail Delivery Centers, if any, shall be maintained by the District in accordance with the requirements of any controlling governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Delivery Centers shall be part of the District Maintenance Special Assessments, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. To the extent any Mail Delivery Center is located on a Lot, the Declarant hereby grants the District and the Association an easement of ingress and egress across such Lot for the purpose of regulating and maintaining such Mail Delivery Centers. Further, to the extent any Mail Delivery Center is located on a Lot, the Declarant hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Delivery Centers.

16.3 District Facilities. The District may contract with the Association for the maintenance, repair, and replacement of the Facilities, subject to any written agreement accepted by the Association.

17. Assessments.

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

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and MINNEOLA HILLS.

Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

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

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

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

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established;

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

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

17.4 **Allocation of Operating Expenses.**

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in MINNEOLA HILLS conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant, or Builder (a "**Spec Lot**") shall only be obligated to pay twenty-five percent (25%) of the annual Assessment attributable to the Vacant Lot or Spec Lot for each fiscal year of the Association commencing upon the conveyance of the first Lot to a Builder, and continuing until the earliest of

(i) the date on which a certificate of occupancy or similar permit is issued by the appropriate governmental authority for the Home on the Vacant or Spec Lot, (ii) six (6) months from the date on which a building permit is issued by the appropriate governmental authority for construction of a Home on the Vacant Lot or Spec Lot, or (iii) two (2) years after the Vacant Lot or Spec Lot was conveyed to the Builder by the Declarant. If a Vacant Lot or a Spec Lot ceases to qualify for the reduced twenty-five percent (25%) rate of assessment during the period to which an annual Assessment is attributable, the annual Assessment shall be prorated between the applicable rates based on the number of days in the assessment period that the Vacant Lot or Spec Lot qualified for the twenty-five percent (25%) assessment rate.

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

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

17.5 General Assessments Allocation. Installment Assessments and Reserves shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner and Builder, except as provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association. The Declarant shall not be required to pay Individual Assessments. The Declarant and Builders shall not be required to pay Use Fees.

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

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and Builders and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A Members. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying

Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners or Builders. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A Members. The Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2020). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2020), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

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

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

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2020). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a quarterly basis.

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

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

17.11 Initial Contribution. The first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of Two Hundred Dollars (\$200.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574

(Mar. 16, 2012)) to MINNEOLA HILLS, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, any Builder purchasing a Lot from the Declarant is not obligated to pay the Initial Contribution to the Association.

17.12 Resale Contribution. After a Home has been conveyed to the first purchaser by the Declarant or a Builder, there shall be collected from each purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to One Hundred and Fifty No/100 Dollars (\$150.00) (the "Resale Contribution") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant or any Builder. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to MINNEOLA HILLS, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate from the Association shall have been received by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

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

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2020). Any such unpaid Assessments for which such acquirer of title is not liable may be

reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, the Declarant and the Association shall not be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Home, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots and Homes owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of MINNEOLA HILLS subject to this Declaration from the Assessments, provided that such part of MINNEOLA HILLS exempted is used (and as long as it is used) for any of the following purposes:

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

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

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

from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

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

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

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

18. Information to Lenders, Builders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

19.1 Architectural Review Committee. The ARC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to MINNEOLA HILLS. The ARC shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC. The Declarant shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as the Declarant with respect to the ARC.

19.2 Intentionally deleted.

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

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

19.5 Community Design Guidelines. Each Owner and its contractors and employees shall observe, and comply with, the Community Design Guidelines or any other standards that now or may hereafter be promulgated by the Declarant or the ARC. The Community Design Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Design Guidelines are more restrictive as to any matter set forth in this Declaration or the City Design Guidelines (defined below), then the provisions of the Community Design Guidelines shall control. The Association and the Community Design Guidelines may expand on the concepts and requirements set forth in the City Design Guidelines, but may not change the City Design Guidelines adopted by the City. The Community Design Guidelines shall not require any Owner or Builder to alter the improvements approved by the ARC and previously constructed. Until the Community Completion Date, the Declarant shall have the right to approve the Community Design Guidelines, which approval, may be granted or denied in its sole discretion. In addition to the Community Design Guidelines, each Owner, its contractors and employees shall observe and comply with any design guidelines adopted by the City (the "City Design Guidelines").

19.6 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the

action of the ARC. In lieu of a meeting, the ARC may act in writing.

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

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

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

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

19.8.3 No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC.

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

19.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARC fails to provide the applicant such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the applicant's receipt of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request

therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

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

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

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

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

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

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

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Design Guidelines by all of its employees and

Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in MINNEOLA HILLS.

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

19.13 Inspection. There is specifically reserved to the Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of MINNEOLA HILLS at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Design Guidelines.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, shall, upon demand of the Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Design Guidelines, by any legal or equitable remedy.

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

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

19.17 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Design Guidelines, any improvements of any nature made or to be made by the Declarant, the District, a Builder, or their agents, assigns or Contractors, including, without limitation, improvements made or to be made to the Common Areas or Facilities, as applicable, or any Lot or Home, shall not be subject to the review and approval by the ARC or the Association nor subject to the Community Design Guidelines; provided, however, all improvements of any natures whatsoever made or to be made by a Builder, or its agents, assigns or Contractors, shall be subject to review and approval by the Declarant, including any specific requirements imposed by the Declarant pursuant to a separate agreement.

19.18 Exculpation. The Declarant, the District, the Association, the Builders, the directors or officers of the Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the District, the Association, the Builders,

or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the District, the Association, Builders or ARC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant, the District, the Builders, the ARC, and each of their members, officers, directors, shareholders and any related persons or corporations and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ARC or their members, officers and directors. The Declarant, the Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

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

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration;

20.1.2 Cause any damage to any improvement or Common Areas or Facilities;

20.1.3 Impede the Declarant, any Builder, the District or the Association from exercising its rights or performing its responsibilities hereunder;

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

20.1.5 Impede the Declarant or any Builder from proceeding with or completing the development of MINNEOLA HILLS; then the Declarant, any affected Builder, and/or the Association, where applicable, after reasonable prior written notice, shall have the right (but not the obligation), through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. Any cost thereof incurred, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be (i) assessed against the Owner as an Individual Assessment if such costs are incurred by the Association, or (ii) promptly paid by the Owner to the Declarant or Builder, as applicable, immediately upon such Owner's receipt of an invoice of same, if such costs are incurred by the Declarant or a Builder.

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

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

20.2.2 Commence an action to recover damages; and/or

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

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

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

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

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Design Guidelines may be enforced by the Declarant and/or, where applicable, the District, Owners, Builders, and/or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Design Guidelines. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners or Builders in connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Design Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Design Guidelines. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or any of the foregoing, to use the Common Areas and Facilities (to the extent authorized by the CDD) and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2020), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SJRWMD.

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

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

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed.

The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

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

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant and/or Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of MINNEOLA HILLS and sales and re-sales of Lots, Homes and/or other properties outside of MINNEOLA HILLS owned by the Declarant or its affiliates and/or designees. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of MINNEOLA HILLS, including Common Areas and Facilities, maintain employees in the models and offices without the payment of rent or any other fee, maintain offices in models, and use of Common Areas and Facilities for any purpose desired by Declarant, including to show Lots and/or Homes. Builders shall have the right to maintain models, sales offices and parking associated therewith, on such portions of MINNEOLA HILLS designated by the Declarant, without the payment of rent or any other fee, for the purposes of development, marketing and sales of Lots or Homes within MINNEOLA HILLS. The sales offices, models, signs and all items pertaining to development and sales remain the property of the Declarant and/or Builders, as applicable. The Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date. Notwithstanding any other provision of this Declaration to the contrary, the exercise by a Builder of the rights granted to Builders pursuant to this Section 21.1 shall be subject to the prior written approval by the Declarant as to the location, design and quality of all model homes, sales offices, trailers, and temporary structures used by such Builder within MINNEOLA HILLS, which approval shall not be unreasonably withheld, conditioned or delayed. Builders are not permitted to market communities other than MINNEOLA HILLS from models located within MINNEOLA HILLS without the Declarant's prior written approval.

21.2 Modification. The development and marketing of MINNEOLA HILLS will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Design Guidelines, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of MINNEOLA HILLS to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to do any of the following: (i) designate the use of, alienate, release, or otherwise assign the easements shown on the Plat or described herein, (ii) plat or replat all or any part of MINNEOLA HILLS owned by the Declarant, and (iii) widen, extend or relocate any right of way shown on any Plat or convert a Lot to use as a right of way, provided that the Declarant owns the lands affected by or subject to such change. The Association, the Owners and/or the Builders shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant, Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within MINNEOLA HILLS and/or on the Common Areas without any charge for use. Prior to the Community Completion Date, Builders shall be required to obtain the express written permission of the Declarant to hold marketing, special and/or promotional events within MINNEOLA HILLS and/or on the Common Areas. The Declarant and Builders, and their agents, affiliates, or assignees shall have the right to market MINNEOLA HILLS in advertisements and other media by making reference to MINNEOLA HILLS, including, but not limited to, pictures or drawings of MINNEOLA HILLS, Common Areas, Parcels, Lots and Homes constructed in MINNEOLA HILLS. All logos, trademarks, and designs used in connection with MINNEOLA HILLS are the property of the Declarant, and neither the Association nor Builders shall have a right to use the same after the Community Completion Date except with the express written permission of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and Builders shall have the right, without charge, to use the Common Areas and Facilities for the purpose of entertaining prospective purchasers of Lots, Homes, Parcels or other properties owned by the Declarant outside of MINNEOLA HILLS.

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

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

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in their sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across MINNEOLA HILLS so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, the Declarant and/or the Association may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant and the Association, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner or Builder, without the joinder or consent of such Owner or Builder, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's or Builder's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners and Builders will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association and Builders will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion.

21.8 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents 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 or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners and Builders hereby designate the Declarant and the 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.

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

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

21.11 Representations. Neither the Declarant, nor any Builder makes any representations concerning development both within and outside the boundaries of MINNEOLA HILLS including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on MINNEOLA HILLS or adjacent to or near MINNEOLA HILLS, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.12 [Intentionally Deleted].

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

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

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

21.13.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF

ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

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

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

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

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

CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

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

21.19 Wash-Out Area(s). The Declarant, in its sole discretion, shall have the right to determine the location or locations of any areas within MINNEOLA HILLS used by Builders as a wash-out area for construction activities.

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

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

24. General Provisions.

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

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

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

documents required in connection with the creation of any special taxing district relating to MINNEOLA HILLS or any portion(s) thereof.

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

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.11 below.

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

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF MINNEOLA HILLS ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, BUILDERS, AND/OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO MINNEOLA HILLS WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF MINNEOLA HILLS, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO MINNEOLA HILLS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF MINNEOLA HILLS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "Title Documents"). The Declarant's plan of development for MINNEOLA HILLS may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT

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

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

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

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

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

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make the Common Areas (if any) available to individuals, persons, firms or corporations other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole absolute discretion, the manner in which the Common Areas (if any) will be made available to individuals, persons, firms or corporations other than the Owners and the fees and charges that may be charged for such use. In addition, prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into

agreements for maintenance, lease, use, license, or easements with any other homeowner's association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by the Declarant or the Association, or such agreements may obligate the Association to pay a contribution for maintenance costs or use fees for certain real property or improvements not owned by the Declarant or the Association. Any expense incurred by the Association, or payment required to be made by the Association, in connection with any such agreement shall constitute an Operating Expense of the Association.

25. Surface Water Management System.

25.1 General. The CDD shall be responsible for operation and maintenance of the SWMS in MINNEOLA HILLS. All SWMS within MINNEOLA HILLS, excluding those areas (if any) normally maintained by the City or another governmental agency, will be the ultimate responsibility of the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the CDD's ultimate responsibility for the maintenance of SWMS, the Association shall have the right to enforce the provisions of this Section 25 to the extent the CDD does not take enforcement action. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, AND THE DISTRICT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

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

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

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

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

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

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

25.1.8 If the Association ceases to exist, and the District does not own and maintain the SWMS, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (2020), and such entity shall be approved by SJRWMD prior to such termination, dissolution, or liquidation.

25.1.9 No Owner or Builder may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and/or Plat or approved plans, unless prior approval is received from SJRWMD pursuant to environmental resource permitting.

25.1.10 Each Owner and Builder within MINNEOLA HILLS at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SJRWMD.

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

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

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

25.4 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the City, County, SJRWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners and Builders shall address any questions regarding authorized activities

within the Wetland Conservation Areas to the SJRWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT, THE DISTRICT, BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND CONSERVATION AREAS IN MINNEOLA HILLS; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE DISTRICT, BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE DISTRICT, BUILDERS AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE DISTRICT, THE BUILDERS OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

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

25.5.1 No structures or construction of any kind may be erected;

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

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

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

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

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

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

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

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

25.5.10 Each Owner and Builder within MINNEOLA HILLS at the time of construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SJRWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 29th day of June, 2020.

Signed, sealed and delivered

"DECLARANT"

in the presence of:

JEN FLORIDA 30, LLC, a Florida limited liability company

Kristen K. Edle
Print Name: Kristen K. Edle

Kristy Horan
Print Name: Kristy Horan

By: [Signature]
Name: Richard Jerman
Title: Vice President

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 29th day of JUNE, 2020, by Richard Jerman, as Vice President of Jen Florida 30, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or produced _____ as identification.

[Signature]
Notary Public Signature
Print Notary Name: _____
My commission expires: _____

[AFFIX NOTARY SEAL]



Exhibit 1

Legal Description

A PARCEL OF LAND LYING IN SECTIONS 32 AND 33, TOWNSHIP 21 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 33, TOWNSHIP 21 SOUTH, RANGE 26 EAST, THENCE RUN NORTH 89°34'59" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 FOR A DISTANCE OF 511.60 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH HANCOCK ROAD EXTENSION ACCORDING TO OFFICIAL RECORDS BOOK 4891, PAGES 1575 THROUGH 1585, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO THE POINT OF BEGINNING; THENCE RUN NORTH 03°40'55" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 439.21 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 86°04'25" EAST, 550.97 FEET; NORTH 79°31'37" EAST, 93.87 FEET; NORTH 79°48'15" EAST, 950.54 FEET; SOUTH 89°33'36" EAST, 650.11 FEET; SOUTH 69°51'28" EAST 849.10 FEET; SOUTH 59°28'42" EAST, 749.85 FEET; SOUTH 37°05'25" EAST 403.66 FEET; SOUTH 84°21'15" WEST, 578.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 07°16'15" WITH A CHORD BEARING OF SOUTH 01°19'06" EAST, AND A CHORD LENGTH OF 31.70 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 31.72 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 88°14'50" WEST, A DISTANCE OF 170.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 61°13'52" WITH A CHORD BEARING OF NORTH 28°51'46" WEST, AND A CHORD LENGTH OF 76.39 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 80.15 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 59°28'42" WEST, A DISTANCE OF 154.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 102°18'10" WITH A CHORD BEARING OF SOUTH 69°22'13" WEST, AND A CHORD LENGTH OF 38.94 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 44.64 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 71°46'52" WEST, FOR A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 18°13'08" EAST, A DISTANCE OF 21.81 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 77°41'50" WITH A CHORD BEARING OF NORTH 20°37'47" WEST, AND A CHORD LENGTH OF 31.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 33.90 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 59°28'42" WEST, A DISTANCE OF 167.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 725.00 FEET AND A CENTRAL ANGLE OF 10°22'45" WITH A CHORD BEARING OF NORTH 64°40'05" WEST, AND A CHORD LENGTH OF 131.16 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 131.34 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 69°51'28" WEST, FOR A DISTANCE OF 293.77 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" WITH A CHORD BEARING OF SOUTH 65°08'32" WEST, AND A CHORD LENGTH OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 20°08'32" WEST, A DISTANCE OF 50.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 22°02'15" WITH A CHORD BEARING OF SOUTH 09°07'25" WEST, AND A CHORD LENGTH OF 86.01 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 86.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1585.00 FEET AND A CENTRAL ANGLE OF 02°56'57" WITH A CHORD BEARING OF SOUTH 00°25'14" EAST, AND A CHORD LENGTH OF 81.58 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 81.59 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°19'48" WITH A CHORD BEARING OF SOUTH 42°36'39" EAST, AND A CHORD LENGTH OF 34.52 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.10 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 86°16'33" EAST, A DISTANCE OF 1.55 FEET; THENCE RUN SOUTH 03°43'27" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°06'37" WITH A CHORD BEARING OF SOUTH 49°10'08" WEST, AND A CHORD LENGTH OF 35.08 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.88 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1585.00 FEET AND A CENTRAL ANGLE OF 03°26'50" WITH A CHORD BEARING OF SOUTH 06°20'15" WEST, AND A CHORD LENGTH OF 95.35 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.36 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 40°33'00" WITH A CHORD BEARING OF SOUTH 12°12'50" EAST, AND A CHORD LENGTH OF 190.59 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 194.63 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 32°29'20" EAST, A DISTANCE OF 122.31 FEET; THENCE RUN SOUTH 57°30'40" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°16'37" WITH A CHORD BEARING OF NORTH 79°07'39" WEST, AND A CHORD LENGTH OF 36.35 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 40.70 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 54°14'03" WEST, A DISTANCE OF 210.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86°43'23" WITH CHORD BEARING OF SOUTH 10°52'21" WEST, AND A CHORD LENGTH OF 34.33 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.84 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 32°29'20" EAST, A DISTANCE OF 5.73 FEET; THENCE RUN SOUTH 57°30'40" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°16'37" WITH A CHORD BEARING OF NORTH 79°07'39" WEST, AND A CHORD LENGTH OF 36.35 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.70 FEET TO THE

POINT OF TANGENCY; THENCE RUN SOUTH $54^{\circ}14'03''$ WEST, A DISTANCE OF 210.34 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $86^{\circ}43'23''$ WITH A CHORD BEARING OF SOUTH $10^{\circ}52'21''$ WEST, AND A CHORD LENGTH OF 34.33 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.84 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $32^{\circ}29'20''$ EAST, A DISTANCE OF 5.73 FEET; THENCE RUN SOUTH $57^{\circ}30'40''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $93^{\circ}16'37''$ WITH A CHORD BEARING OF NORTH $79^{\circ}07'39''$ WEST, AND A CHORD LENGTH OF 36.35 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.70 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $54^{\circ}14'03''$ WEST, A DISTANCE OF 210.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $86^{\circ}43'23''$ AND A CHORD BEARING OF SOUTH $10^{\circ}52'21''$ WEST, AND A CHORD LENGTH OF 34.33 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.84 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $32^{\circ}29'20''$ EAST, A DISTANCE OF 5.73 FEET; THENCE RUN SOUTH $57^{\circ}30'40''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $93^{\circ}16'37''$ WITH A CHORD BEARING OF NORTH $79^{\circ}07'39''$ WEST, AND A CHORD LENGTH OF 36.35 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.70 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $54^{\circ}14'03''$ WEST, A DISTANCE OF 210.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $86^{\circ}43'23''$ WITH A CHORD BEARING OF SOUTH $10^{\circ}52'21''$ WEST, AND A CHORD LENGTH OF 34.33 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.84 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $32^{\circ}29'20''$ EAST, A DISTANCE OF 5.73 FEET; THENCE RUN SOUTH $57^{\circ}30'40''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $93^{\circ}16'37''$ WITH A CHORD BEARING OF NORTH $79^{\circ}07'39''$ WEST, AND A CHORD LENGTH OF 36.35 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.70 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $54^{\circ}14'03''$ WEST, A DISTANCE OF 184.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $85^{\circ}14'46''$ WITH A CHORD BEARING OF SOUTH $11^{\circ}36'40''$ WEST, AND A CHORD LENGTH OF 33.86 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.20 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $31^{\circ}00'43''$ EAST, A DISTANCE OF 12.47 FEET; THENCE RUN SOUTH $58^{\circ}59'17''$ WEST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH $31^{\circ}00'43''$ WEST, A DISTANCE OF 128.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 215.00 FEET AND A CENTRAL ANGLE OF $34^{\circ}10'22''$ WITH A CHORD BEARING OF NORTH $48^{\circ}05'54''$ WEST, AND A CHORD LENGTH OF 126.34 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 128.23 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $103^{\circ}31'58''$ WITH A CHORD BEARING OF SOUTH $63^{\circ}02'56''$ WEST, AND A CHORD LENGTH OF 39.27 FEET; THENCE RUN SOUTHWESTERLY ALONG THE

ARC OF SAID CURVE A DISTANCE OF 45.17 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 82°02'05" WEST, A DISTANCE OF 50.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 106°42'44" WITH A CHORD BEARING OF NORTH 42°21'17" WEST, AND A CHORD LENGTH OF 40.12 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.56 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 215.00 FEET AND A CENTRAL ANGLE OF 20°30'14" WITH A CHORD BEARING OF SOUTH 74°02'14" WEST, AND A CHORD LENGTH OF 76.53 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.94 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 63°47'07" WEST, A DISTANCE OF 518.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°07'56" WITH A CHORD BEARING OF SOUTH 18°13'09" WEST, AND A CHORD LENGTH OF 35.70 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.76 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF NORTH HANCOCK ROAD EXTENSION AND THE CUSP OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2800.00 FEET AND A CENTRAL ANGLE OF 31°01'44" WITH A CHORD BEARING OF NORTH 11°49'57" WEST, AND A CHORD LENGTH OF 1497.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1516.36 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 03°40'55" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 323.77 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING

LEGAL DESCRIPTION PROPOSED LOTS 362 THROUGH 407, VILLAGES AT MINNEOLA HILLS PHASE 1.

A PARCEL OF LAND COMPRISING A PORTION OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 26 EAST, CITY OF MINNEOLA, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 33; THENCE RUN SOUTH 89°13'42" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 33 FOR A DISTANCE OF 90.68 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 10°13'15" WEST FOR A DISTANCE OF 23.41 FEET; THENCE RUN NORTH 79°46'45" EAST FOR A DISTANCE OF 1010.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 495.00 FEET WITH A CHORD BEARING OF NORTH 85°06'35" EAST, AND A CHORD DISTANCE OF 91.97 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF 10°39'38" FOR A DISTANCE OF 92.10 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°33'36" EAST FOR A DISTANCE OF 416.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 495.00 FEET WITH A CHORD BEARING OF SOUTH 79°42'32" EAST, AND A CHORD DISTANCE OF 169.38 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'09" FOR A DISTANCE OF 170.22 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 69°51'28" EAST FOR A DISTANCE OF 498.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 895.00 FEET WITH A CHORD BEARING OF SOUTH 64°40'05" EAST, AND A CHORD DISTANCE OF 161.91 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'45" FOR A DISTANCE OF 162.13 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 59°28'42" EAST FOR A DISTANCE OF 428.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 239.12 FEET WITH A CHORD BEARING OF SOUTH 32°33'43" EAST AND A CHORD DISTANCE OF 216.49 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°49'57" FOR A DISTANCE OF 224.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 05°38'45" EAST FOR A DISTANCE OF 2.36 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET WITH A CHORD BEARING OF SOUTH 01°19'06" EAST AND A CHORD DISTANCE OF 31.70 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°16'15" FOR A DISTANCE OF 31.72 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 88°14'50" WEST FOR A DISTANCE OF 120.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET WITH A CHORD BEARING OF NORTH 28°51'46" WEST AND A CHORD DISTANCE OF 127.32 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°13'52" FOR A DISTANCE OF 133.59 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 59°28'42" WEST FOR A DISTANCE OF 424.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 775.00 FEET WITH A CHORD BEARING OF NORTH 64°40'05" WEST AND A CHORD DISTANCE OF 140.20 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'45" FOR A DISTANCE OF 140.39 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 69°51'28" WEST FOR A DISTANCE OF 498.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 375.00 FEET WITH A CHORD BEARING OF NORTH 79°42'32" WEST AND A CHORD DISTANCE OF 128.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'09" FOR A DISTANCE OF 128.95 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°33'36" WEST FOR A DISTANCE OF 416.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 375.00 FEET WITH A CHORD BEARING OF SOUTH 85°06'35" WEST, AND A CHORD DISTANCE OF 69.67 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'38" FOR A DISTANCE OF 69.77 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°46'45" WEST FOR A DISTANCE OF 1010.74 FEET; THENCE RUN NORTH 10°13'15" WEST FOR A DISTANCE OF 96.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

LEGAL DESCRIPTION PROPOSED LOTS 362 THROUGH 407, VILLAGES AT MINNEOLA HILLS PHASE 1.

A PARCEL OF LAND COMPRISING A PORTION OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 26 EAST, CITY OF MINNEOLA, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 33; THENCE RUN SOUTH 89°13'42" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 33 FOR A DISTANCE OF 90.68 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 10°13'15" WEST FOR A DISTANCE OF 23.41 FEET; THENCE RUN NORTH 79°46'45" EAST FOR A DISTANCE OF 1010.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 495.00 FEET WITH A CHORD BEARING OF NORTH 85°06'35" EAST, AND A CHORD DISTANCE OF 91.97 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'38" FOR A DISTANCE OF 92.10 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°33'36" EAST FOR A DISTANCE OF 416.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 495.00 FEET WITH A CHORD BEARING OF SOUTH 79°42'32" EAST, AND A CHORD DISTANCE OF 169.38 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'09" FOR A DISTANCE OF 170.22 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 69°51'28" EAST FOR A DISTANCE OF 498.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 895.00 FEET WITH A CHORD BEARING OF SOUTH 64°40'05" EAST, AND A CHORD DISTANCE OF 161.91 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'45" FOR A DISTANCE OF 162.13 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 59°28'42" EAST FOR A DISTANCE OF 428.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 239.12 FEET WITH A CHORD BEARING OF SOUTH 32°33'43" EAST AND A CHORD DISTANCE OF 216.49 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°49'57" FOR A DISTANCE OF 224.67 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 05°38'45" EAST FOR A DISTANCE OF 2.36 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET WITH A CHORD BEARING OF SOUTH 01°19'06" EAST AND A CHORD DISTANCE OF 31.70 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°16'15" FOR A DISTANCE OF 31.72 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 88°14'50" WEST FOR A DISTANCE OF 120.50 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 125.00 FEET WITH A CHORD BEARING OF NORTH 28°51'46" WEST AND A CHORD DISTANCE OF 127.32 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°13'52" FOR A DISTANCE OF 133.59 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 59°28'42" WEST FOR A DISTANCE OF 424.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 775.00 FEET WITH A CHORD BEARING OF NORTH 64°40'05" WEST AND A CHORD DISTANCE OF 140.20 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'45" FOR A DISTANCE OF 140.39 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 69°51'28" WEST FOR A DISTANCE OF 498.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 375.00 FEET WITH A CHORD BEARING OF NORTH 79°42'32" WEST AND A CHORD DISTANCE OF 128.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'09" FOR A DISTANCE OF 128.95 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°33'36" WEST FOR A DISTANCE OF 416.53

FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 375.00 FEET WITH A CHORD BEARING OF SOUTH 85°06'35" WEST, AND A CHORD DISTANCE OF 69.67 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'38" FOR A DISTANCE OF 69.77 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°46'45" WEST FOR A DISTANCE OF 1010.74 FEET; THENCE RUN NORTH 10°13'15" WEST FOR A DISTANCE OF 96.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.07 ACRES MORE OR LESS.

TOGETHER WITH

A parcel of land lying in Sections 32 and 33, Township 21 South, Range 26 East, and a portion of Tracts 7 and 8, Lake Highlands Company Plat, as recorded in Plat Book 3, Page 24, of the Public Records of Lake County, Florida, lying in Section 4, Township 22 South, Range 26 East in Lake County, Florida.

Being more particularly described as follows:

COMMENCING at Southwest corner of the Northwest Quarter of Section 33, Township 21 South, Range 26 East; thence run North 89°34'59" West along the South line of the Northeast Quarter of said Section 32 for a distance of 511.60 feet to a point on the Easterly right of way line of North Hancock Road Extension according to Official Records Book 4891, Pages 1575 through 1585; thence run South 03°40'55" West along said Easterly right of way line for a distance of 323.77 feet to the point of curvature of a curve, concave Northeasterly having a radius of 2800.00 feet, with a chord bearing of South 11°49'57" East, and a chord distance of 1497.89 feet; thence run Southeasterly along the arc of said curve through a central angle of 31°01'44" for a distance of 1516.36 feet to the POINT OF BEGINNING, being at the cusp of a curve concave Easterly having a radius of 25.00 feet, with a chord bearing of North 18°13'09" East, and a chord distance of 35.70 feet; thence departing said Easterly right of way line run Northerly through a central angle of 91°07'56" along the arc of said curve for a distance of 39.76 feet to the point of tangency; thence run North 63°47'07" East for a distance of 518.36 feet to the point of curvature of a curve, concave Southeasterly having a radius of 215.00 feet, with a chord bearing of North 74°02'14" East, and a chord distance of 76.53 feet; thence run Northeasterly through a central angle of 20°30'14" along the arc of said curve for a distance of 76.94 feet to a point of compound curvature of a curve, concave Southwesterly having a radius of 25.00 feet, with a chord bearing of South 42°21'17" East, and a chord distance of 40.12 feet; thence run Southeasterly through a central angle of 106°42'44" along the arc of said curve for a distance of 46.56 feet to a point on a non tangent line; thence run South 82°02'05" East for a distance of 50.07 feet to a point on a non tangent curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 63°02'56" East, and a chord distance of 39.27 feet; thence run Northeasterly through a central angle of 103°31'58" along the arc of said curve for a distance of 45.17 feet to a point of compound curvature of a curve; concave

Southwesterly having a radius of 215.00 feet, with a chord bearing of South 48°05'54" East, and a chord distance of 126.34 feet; thence run Southeasterly through a central angle of 34°10'22" along the arc of said curve for a distance of 128.23 feet to a point of tangency; thence run South 31°00'43" East for a distance of 128.33 feet; thence run North 58°59'17" East for a distance of 100.00 feet; thence run North 31°00'43" West for a distance of 12.47 feet to the point of curvature of a curve, concave Easterly having a radius of 25.00 feet, with a chord bearing of North 11°36'40" East, and a chord distance of 33.86 feet; thence run Northerly through a central angle of 85°14'46" along the arc of said curve for a distance of 37.20 feet to a point of tangency; thence run North 54°14'03" East for a distance of 184.01 feet to the point of curvature of a curve, concave Southerly having a radius of 25.00 feet, with a chord bearing of South 79°07'39" East, and a chord distance of 36.35 feet; thence run Easterly through a central angle of 93°16'37" along the arc of said curve for a distance of 40.70 feet to a point on a non tangent line; thence run North 57°30'40" East for a distance of 50.00 feet; thence run North 32°29'20" West for a distance of 5.73 feet to the point of curvature of a curve, concave Easterly having a radius of 25.00 feet, with a chord bearing of North 10°52'21" East, and a chord distance of 34.33 feet; thence run Northerly through a central angle of 86°43'23" along the arc of said curve for a distance of 37.84 feet to a point on a non tangent line; thence run North 54°14'03" East for a distance of 210.34 feet to the point of curvature of a curve, concave Southerly having a radius of 25.00 feet, with a chord bearing of South 79°07'39" East, and a chord distance of 36.35 feet; thence run Easterly through a central angle of 93°16'37" along the arc of said curve for a distance of 40.70 feet to a point on a non tangent line; thence run North 57°30'40" East for a distance of 50.00 feet; thence run North 32°29'20" West for a distance of 5.73 feet to the point of curvature of a curve, concave Easterly having a radius of 25.00 feet, with a chord bearing of North 10°52'21" East, and a chord distance of 34.33 feet; thence run Northerly through a central angle of 86°43'23" along the arc of said curve for a distance of 37.84 feet to a point on a non tangent line; thence run North 54°14'03" East for a distance of 210.34 feet to the point of curvature of a curve, concave Southerly having a radius of 25.00 feet, with a chord bearing of South 79°07'39" East, and a chord distance of 36.35 feet; thence run Easterly through a central angle of 93°16'37" along the arc of said curve for a distance of 40.70 feet to a point on a non tangent line; thence run North 57°30'40" East for a distance of 50.00 feet; thence run North 32°29'20" West for a distance of 5.73 feet to the point of curvature of a curve, concave Easterly having a radius of 25.00 feet, with a chord bearing of North 10°52'21" East, and a chord distance of 34.33 feet; thence run Northerly through a central angle of 86°43'23" along the arc of said curve for a distance of 37.84 feet to a point on a non tangent line; thence run North 54°14'03" East for a distance of 210.34 feet to the point of curvature of a curve, concave Southerly having a radius of 25.00 feet,

with a chord bearing of South 79°07'39" East, and a chord distance of 36.35 feet; thence run Easterly through a central angle of 93°16'37" along the arc of said curve for a distance of 40.70 feet to a point on a non tangent line; thence run North 57°30'40" East for a distance of 50.00 feet; thence run North 32°29'20" West for a distance of 122.31 feet to the point of curvature of a curve, concave Easterly having a radius of 275.00 feet, with a chord bearing of North 12°12'50" West, and a chord distance of 190.59 feet; thence run Northerly through a central angle of 40°33'00" along the arc of said curve for a distance of 194.63 feet to a point of reverse curvature of a curve; concave Westerly having a radius of 1585.00 feet, with a chord bearing of North 06°20'15" East, and a chord distance of 95.35 feet; thence run Northerly through a central angle of 03°26'50" along the arc of said curve for a distance of 95.36 feet to a point of reverse curvature of a curve; concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 49°10'08" East, and a chord distance of 35.08 feet; thence run Northeasterly through a central angle of 89°06'37" along the arc of said curve for a distance of 38.88 feet to a point on a non tangent line; thence run North 03°43'27" East for a distance of 50.00 feet; thence run North 86°16'33" West for a distance of 1.55 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North 42°36'39" West, and a chord distance of 34.52 feet; thence run Northwesterly through a central angle of 87°19'48" along the arc of said curve for a distance of 38.10 feet to a point of reverse curvature of a curve; concave Westerly having a radius of 1585.00 feet, with a chord bearing of North 00°25'14" West, and a chord distance of 81.58 feet; thence run Northerly through a central angle of 02°56'57" along the arc of said curve for a distance of 81.59 feet to a point of reverse curvature of a curve, concave Easterly having a radius of 225.00 feet, with a chord bearing of North 09°07'25" East, and a chord distance of 86.01 feet; thence run Northerly through a central angle of 22°02'15" along the arc of said curve for a distance of 86.54 feet to a point of tangency; thence run North 20°08'32" East for a distance of 50.57 feet to the point of curvature of a curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 65°08'32" East, and a chord distance of 35.36 feet; thence run Northeasterly through a central angle of 90°00'00" along the arc of said curve for a distance of 39.27 feet to a point of tangency; thence run South 69°51'28" East for a distance of 293.77 feet to the point of curvature of a curve, concave Southwesterly having a radius of 725.00 feet, with a chord bearing of South 64°40'05" East, and a chord distance of 131.16 feet; thence run Southeasterly through a central angle of 10°22'45" along the arc of said curve for a distance of 131.34 feet to a point of tangency; thence run South 59°28'42" East for a distance of 167.46 feet to the point of curvature of a curve, concave Westerly having a radius of 25.00 feet, with a chord bearing of South 20°37'47" East, and a chord distance of 31.36 feet; thence run Southerly through a central angle of 77°41'50" along the arc of said curve for a distance of 33.90 feet to a point of tangency; thence run South 18°13'08" West for a distance of 21.81 feet; thence run South 71°46'52" East for a distance of 50.00 feet to the point on a non tangent curve, concave Southeasterly having a radius of 25.00 feet, with a chord bearing of North 69°22'13" East, and a chord distance of 38.94 feet; thence run Northeasterly through a central angle of 102°18'10" along the arc of said curve for a distance of 44.64 feet to a point of tangency; thence run South 59°28'42" East for a distance of 154.19 feet to the point of curvature of a curve, concave Southwesterly having a radius of 75.00 feet, with a chord bearing of South 28°51'46" East, and a chord distance of 76.39 feet; thence run Southeasterly through a central angle of 61°13'52" along the arc of

said curve for a distance of 80.15 feet to a point on a non tangent line; thence run South 88°14'50" East for a distance of 170.50 feet to the point on a non tangent curve, concave Westerly having a radius of 250.00 feet, with a chord bearing of South 10°16'05" West, and a chord distance of 69.16 feet; thence run Southerly through a central angle of 15°54'06" along the arc of said curve for a distance of 69.38 feet to a point of tangency; thence run South 18°13'08" West for a distance of 770.95 feet to the point of curvature of a curve, concave Northwesterly having a radius of 445.00 feet, with a chord bearing of South 23°35'55" West, and a chord distance of 83.45 feet; thence run Southwesterly through a central angle of 10°45'35" along the arc of said curve for a distance of 83.57 feet to a point of tangency; thence run South 28°58'43" West for a distance of 1129.10 feet; thence run South 06°18'55" West for a distance of 40.00 feet; thence run South 00°40'06" West for a distance of 196.66 feet; thence run North 89°19'54" West for a distance of 626.45 feet to the point of curvature of a curve, concave Southeasterly having a radius of 435.00 feet, with a chord bearing of South 69°29'12" West, and a chord distance of 314.35 feet; thence run Southwesterly through a central angle of 42°21'49" along the arc of said curve for a distance of 321.63 feet to a point of tangency; thence run South 48°18'17" West for a distance of 450.13 feet to a point on the aforesaid Easterly right of way line of North Hancock Road extension; thence run North 42°32'53" West along said Easterly right of way line for a distance of 827.74 feet to the point of curvature of a curve, concave Northeasterly having a radius of 2800.00 feet, with a chord bearing of North 34°56'51" West, and a chord distance of 740.69 feet; thence run Northwesterly through a central angle of 15°12'04" along the arc of said curve and said Easterly right of way line for a distance of 742.87 feet to the POINT OF BEGINNING.

EXHIBIT 2

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION
OF
MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC.**

(a Florida nonprofit corporation)

**ARTICLES OF INCORPORATION
OF
MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC.**

(a Florida nonprofit corporation)

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FILED

2020 JUN 30 PM 3: 56

**ARTICLES OF INCORPORATION
OF
MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC.**
(a Florida nonprofit corporation)

SECRETARY OF STATE
TALLAHASSEE, FL

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

1. Name of Corporation. The name of the corporation is **MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC.**, a Florida nonprofit corporation (the "**Association**").
2. Principal Office. The principal office of the Association is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765. The name of the Registered Agent of the Association is Richard Jerman.
4. Definitions. The COMMUNITY DECLARATION FOR MINNEOLA HILLS (the "**Declaration**") will be recorded in the Public Records of Lake County, Florida, and shall govern all of the operations of a community to be known as Minneola Hills. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the rights and interests of the Declarant, Builders, the Association and the Owners.
6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and MINNEOLA HILLS;
 - 7.3 To operate and maintain the SWMS, in the event the District does not own and operate all SWMS. The Association shall operate, maintain and manage the SWMS in a manner consistent with the SJRWMD Permit requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. To the extent required by the SJRWMD Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS;
 - 7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

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

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

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights. A quorum for any meeting of the members for the purpose of any action taken under this Section 7.7 shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests;

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

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

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

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

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

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

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

7.15 To have the power to sue and be sued.

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

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than seven (7) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

Richard Jerman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Denver Marlow	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Jennifer Jerman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. If the Association ceases to exist and the District does not own and operate all the SWMS, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2020), and be approved by SJRWMD prior to such termination, dissolution, or liquidation.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. Amendments.

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

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast forty percent (40%) of the total Voting Interests. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to these Articles shall affect the rights of the Property Owner or any Builder unless such amendment receives the prior written consent of the Property Owner or such Builder, which may be withheld for any reason whatsoever.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection

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

13. Limitations.

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

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

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

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

President:	Richard Jerman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Vice President:	Denver Marlow	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Secretary:	Jennifer Jerman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Treasurer:	Jennifer Jerman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765


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

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association

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

[Signatures on the Following Page]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 26th day of June, 2020.



RICHARD JERMAN

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 26th day of June, 2020.

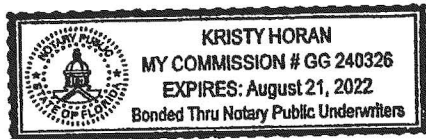

RICHARD JERMAN

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of JUNE, 2020, by Richard Jerman. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)





Notary Public Signature

(Name typed, printed or stamped)

2020 JUN 30 PM 3: 56
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

EXHIBIT 3

BYLAWS

BYLAWS OF

MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC.

(a Florida not-for-profit corporation)

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**BYLAW
S OF
MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"). The principal office of the corporation shall be located at 1750 W. Broadway, Suite 111, Oviedo, Florida 32765, or at such other location determined by the Board of Directors (the "Board") from time to time.

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

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

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2020).

3. Members.

3.1 Voting Interests. Each Owner, Builder and the Declarant shall be a member of the Association; provided, however, each Builder shall not be deemed a member until after the Turnover. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot, except that Builders shall not be considered members until after the Turnover. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned by them; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Thereafter, the Declarant shall have Voting Interests equal to one (1) vote for each Lot owned. Prior to the Turnover, Builders shall not be deemed members and shall not have any Voting Interests. From and after Turnover, each Builder shall have Voting Interests equal to one (1) vote for each Lot owned by such Builder. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised.

In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

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

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

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

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

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

3.3 Special Meetings of the Members. Special meetings of the members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of forty percent (40%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

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

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2020), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than seven (7) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners and Builders must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2020) Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for MINNEOLA HILLS are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "Turnover Date"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after the Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect five (5) Directors: one (1) Director for a term of one (1) year, two (2) Directors for a term two (2) years, and two (2) Directors for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the

Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Board member appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

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

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

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2020), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the Members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee to make nominations for election of Directors to the Board. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2020), any election dispute between a member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

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

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

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

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. The Board may, by majority consent, permit Members to attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

5.5 Open Meetings. Meetings of the Board, and of any Committee of the Board, shall be open to all members.

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

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

5.8 Electronic or Video Attendance. The Board may, by majority consent, permit any directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

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

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

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of MINNEOLA HILLS by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

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

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

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

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

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

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

6.1.9 Assessment Amounts. Fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period.

6.1.10 Settlements of Unpaid Assessments. Approve settlements of unpaid Assessments.

6.1.11 Insurance. Procure and maintain liability and hazard insurance for the Association.

6.1.12 Foreclosure. Foreclose any Assessment liens against any property for which Assessments are not paid in accordance with the terms of the Declaration.

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

6.3 Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the

Board, the ARC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ARC or any committee of the Association.

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

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

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

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

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

8. Officers and Their Duties.

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

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

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

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

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

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

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

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

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

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such

other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2020) cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

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

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

10. Records. The official records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an official records request by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member with a copy of such records. The Association may not charge a fee to a member for the use of a portable device.

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

12. Amendments.

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

12.2 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to these Bylaws shall affect the rights of the Builder unless such amendment receives the prior written consent of such Builder, which may be withheld for any reason whatsoever.

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

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

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

15. Miscellaneous.

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

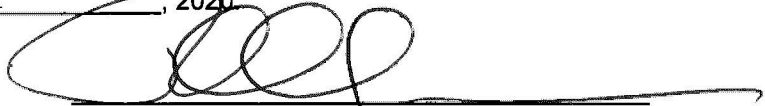
15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Richard Jerman, do hereby certify that:

I am the duly elected and acting President of MINNEOLA HILLS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation; and,

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 29th day of June, 2020.



Richard Jerman, President

(CORPORATE SEAL)