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**DECLARATION  
FOR  
THE TIMBERS AT EVERLANDS**

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**DECLARATION  
FOR  
THE TIMBERS AT EVERLANDS**

THIS DECLARATION FOR THE TIMBERS AT EVERLANDS (this "**Declaration**") is made by Lennar Homes, LLC, a Florida limited liability company ("**Lennar**") and joined in by The Timbers at Everlands Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**") and DRP FL 6, LLC, a Delaware limited liability company ("**DRP**").

R E C I T A L S

A. Lennar and/or DRP is the owner of that certain real property located in Brevard County, Florida ("**County**"), more particularly described in **Exhibit 1** attached hereto and made a part hereof ("**The Timbers at Everlands**").

B. Lennar, as the Developer (as defined below) desires to subject The Timbers at Everlands to the covenants, conditions and restrictions contained in this Declaration, and DRP acknowledges that Lennar shall have the rights of the Developer set forth hereunder.

C. This Declaration is a covenant running with all of the land comprising The Timbers at Everlands, 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, Lennar, as Developer, and with the consent and joinder DRP, hereby declares that every portion of The Timbers at Everlands is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

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

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

"**ACC**" shall mean the Architectural Control Committee for The Timbers at Everlands established pursuant to Section 22.1 hereof.

"**Access Control System**" shall mean any system intended to control vehicular access to and/or from The Timbers at Everlands.

"**Articles**" shall mean the Articles of Incorporation of 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 20 hereof.

"**Association**" shall mean The Timbers at Everlands Homeowners Association, Inc., its successors and assigns.

"**Association Documents**" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

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

"**Builder**" shall mean any Owner who is designated in writing as a Builder by Developer. All Owners that are designated as Builders shall be entitled to the rights of Builders contained in this Declaration.

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

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"**Common Areas**" shall mean all real property interests and personalty within The Timbers at Everlands designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within The Timbers at Everlands. The Common Areas may include, without limitation, open space areas, a clubhouse with fitness center and meeting

room(s), swimming pool, tennis courts, pickleball courts, bocce ball court(s), walking trails, internal buffers, entrance features, a gatehouse, access control components, perimeter buffers, perimeter walls and fences, landscaping areas, improvements, easement areas owned by others, public rights of way, additions, lakes, waterways, preserve areas, irrigation pumps, irrigation lines, sidewalks, private roads, landscape lighting, walls, commonly used utility facilities, project signage, and parking areas. The Common Areas do not include any portion of a Home or Lot. 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 DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be conveyed to the District and comprise part of the Facilities. The final determination as to whether any areas within The Timbers at Everlands shall be Common Areas or comprise part of the Facilities shall be made by the Developer in its sole and absolute discretion.

**"Community Completion Date"** shall mean the date upon which all Homes in The Timbers at Everlands, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

**"Community Standards"** shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 22.5 hereof.

**"Contractors"** shall have the meaning set forth in Section 22.12 hereof.

**"County"** shall have the meaning set forth in the Recitals hereof.

**"Data Transmission Services"** shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

**"Declaration"** shall mean this Declaration together with all amendments and modifications thereof.

**"Developer"** shall mean Lennar and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Developer shall have the right to assign all or a portion of any rights granted to the Developer in this Declaration. Developer shall also have the right to assign all or a portion of any obligations of the Developer in this Declaration. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment of some, but not all, Developer rights and/or obligations, the assignee shall not be deemed Developer, but may exercise those rights or shall be responsible for those obligations of Developer assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Developer shall not be deemed the Developer. Any such assignment may be made on a non-exclusive basis. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing.

**"District"** shall have the meaning set forth in Section 10 hereof.

**"Estate Home"** shall mean each single-family Home within The Timbers at Everlands.

**"Facilities"** shall have the meaning set forth in Section 10 hereof.

**"Front Yard"** shall mean the yard of every Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association's determination shall be final.

**"Home"** shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within The Timbers at Everlands. A Home shall include, without limitation, a coach home, villa, townhome, estate home, single family home and zero lot line home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to the Lot upon which the Home is constructed. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**"Individual Assessments"** shall have the meaning set forth in Section 20.2 hereof.

**"Initial Contribution"** shall have the meaning set forth in Section 20.11 herein.

**"Installment Assessments"** shall have the meaning set forth in Section 20.2 hereof.

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

“**Lessee**” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within The Timbers at Everlands.

“**Lot**” shall mean any platted residential lot shown on a Plat. Once a Home has been constructed on a Lot, the term “Lot” shall be deemed to include all improvements thereon including, without limitation, a Home.

“**Master Association**” shall mean Everlands Master Association, Inc. a Florida not-for-profit corporation, its successors and assigns.

“**Master Community**” shall mean the community in County known as Everlands, which is legally described as Exhibit I to the Master Declaration.

“**Master Declaration**” shall mean the Declaration for Everlands, recorded or to be recorded in the Public Records of County, as the same may be amended from time to time, together with all amendments and modifications thereof.

“**Master Developer**” shall have the meaning of Developer set forth in the Master Declaration.

“**Master Site Plan**” shall mean collectively any full or partial concept plan for the development of The Landings. The Master Site Plan is subject to change as set forth herein. The Master Site Plan is not a representation by Developer as to the development of The Timbers at Everlands or its amenities, as Developer reserves the right to amend all or part of the Master Site Plan from time to time.

“**Operating Costs**” shall mean all costs and expenses of Association and the Common Areas. Operating Costs may include, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies located within the Common Areas as required herein; all amounts required to maintain the Surface Water Management System which are not maintained by the District or Association; all community lighting (including certain lights adjacent to, but outside of The Timbers at Everlands) including, without limitation, lighting provided pursuant to agreements between Association and private utility providers up-lighting and entrance lighting (if not the obligation of the District or Association); all amounts payable in connection with any private street lighting agreement between Association and an electric utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. If any of the foregoing items identified as possible Operating Costs are included as District Maintenance Special Assessments, the same shall not be included in Operating Costs.

“**Owner**” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Lot. The term “Owner” shall not include Developer or Builder (once so designated in writing by Developer) until the Turnover Date, or a Lender.

“**Parcel**” shall mean any portion of The Timbers at Everlands upon which one or more Homes may be constructed.

“**Party Roof**” shall mean any roof built as part of the construction of two or more Homes, which Homes are connected by one or more Party Walls.

“**Party Wall**” shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

“**Permit**” shall have the meaning set forth in the Master Declaration. To the extent any St. Johns River Water Management Permits exist solely as to The Timbers at Everlands, the term “Permit” shall include such permit, and such Permit will be attached as **Exhibit 4** hereto.

“**Plat**” shall mean the plat respecting The Timbers at Everlands to be filed in the Public Records, as the same may be amended by Developer, from time to time.

“**Public Records**” shall mean the Public Records of Brevard County, Florida.

“**Reserves**” shall have the meaning set forth in Section 20.2 hereof.

“**Rules and Regulations**” shall mean collectively the Rules and Regulations governing The Timbers at Everlands as adopted by the Board from time to time.

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

“**Special Assessments**” shall mean those Assessments more particularly described as Special Assessments in Section 20.2 hereof.

“**Surface Water Management System**” 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, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements, retention lakes and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

**“Telecommunications Provider”** shall mean any party contracting with Association and/or Owners directly to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

**“Telecommunications Services”** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing (which may be provided by Telecommunications Providers pursuant to agreements with the Master Association or Association), advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**“Telecommunications Systems”** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to The Timbers at Everlands. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (*e.g.*, individual adjustable digital units).

**“Telephony Services”** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**“Title Documents”** shall mean the Title Documents identified in the Master Declaration and this Declaration, if any.

**“Toll Calls”** shall have the meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

**“Townhome”** shall mean each Home within The Timbers at Everlands that is part of a Townhome Building.

**“Townhome Building”** shall mean a single structure containing more than two (2) Homes in which the Homes are separated by Party Walls.

**“Turnover Date”** shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turn over Association prior to the date currently required by law.

**“Use Fees”** shall have the meaning set forth in Section 20.2.3 hereof.

**“Villa”** shall mean each Home within The Timbers at Everlands that is part of a Villa Building.

**“Villa Building”** shall mean a single structure containing two (2) Homes in which the Homes are separated by Party Walls.

### 3. Plan of Development.

3.1 General. The planning process for The Timbers at Everlands is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer’s buyers. Subject to the Title Documents, Developer may wish and has the right to develop The Timbers at Everlands and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of The Timbers at Everlands as finally developed.

3.2 Association’s Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots to Builders, (ii) the development and conveyance of the Common Areas, (iii) any transfer and/or modification of the Permit, (iv) the opening, modification, and/or closure of any permit, and (v) master land development requirements and/or changes. Additionally, Association shall cooperate with Developer in connection with the turnover of Association

control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

3.3 Active Adult Community - Occupancy Restrictions. The Timbers at Everlands is intended to be an active adult community. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) (the "FHA"), which became effective in March, 1989, and was amended effective December 31, 1995, provides that communities cannot reject families with children. However, The FHA contains an exemption for such prohibition if (a) at least eighty percent (80%) of the homes are occupied by at least one (1) person that is fifty-five (55) years of age or older; and (b) the community has published and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older (hereinafter collectively referred to as the "Requirements for Exemption"). For so long as such provisions of the FHA are in effect, Developer intends that The Timbers at Everlands shall be a community which falls under this exemption to the FHA (the "Exemption") and may therefore prohibit families with children nineteen (19) years of age or younger from residing within The Timbers at Everlands. In furtherance of this intent, and for so long as such provisions of the FHA remain effective, the Association shall be charged with ensuring that: (i) at least one (1) occupant of each home in The Timbers at Everlands must be at least fifty-five (55) years of age or older, except as hereinafter set forth, and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by Association to provide housing for persons fifty-five (55) years of age and older.

3.3.1 Board Discretion. The Requirements for Exemption indicate that up to twenty percent (20%) of the homes in a community may be occupied by persons, all of whom are under the age of fifty-five (55) without losing the Exemption. Accordingly, the Association, upon application by an Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Home to be occupied by only individuals under the age of fifty-five (55) based upon criteria that the Board shall determine in its sole discretion, which criteria may include, but shall not be limited to, information then known to the Board concerning potential pending or changing information regarding occupancy of Homes within The Timbers at Everlands due to known adverse medical conditions or domestic relationships and the ages of any likely remaining occupants of such Homes; other known prospective changes in occupancy of Homes for whatever reasons; proximity to age fifty-five (55) of those occupants of other Homes in The Timbers at Everlands then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of the Homes becoming occupied only by persons under the age of fifty-five (55). However, for so long as the age provisions of the FHA are in effect, the Board shall comply with the Requirements for Exemption including, but not limited to, ensuring that not more than twenty percent (20%) of the Homes in The Timbers at Everlands are occupied only by individuals under the age of fifty-five (55).

3.3.2 Developer Rights and Limitations. Notwithstanding the provisions of Section 3.3.1 and 3.3 above, Developer shall have the right to convey any Home owned by the Developer to any purchaser that intends the Home to be occupied only by persons under fifty-five (55) years of age, provided that, for so long as the FHA is in effect, after the conveyance, not more than twenty percent (20%) of the Homes shall be occupied only by persons under fifty-five (55). Such Homes shall at first change of occupancy thereafter be subject to the requirement that at least one (1) occupant be fifty-five (55) years of age or older unless waived by the Board pursuant to the provisions of Section 3.3.1 above.

3.3.3 Owner Obligations. No Owner may lease or sell his or her Home without the prior written consent of the Association and unless at least one (1) of the intended occupants is at least fifty-five (55) years of age or older at the time of occupancy. Such Owner shall submit an age verification form to the Association prior to the effective date of such occupancy as part of such Owner's application to the Association to sell, lease or convey (by any means) his, her or its Home which sets forth the ages of the intended occupants. The Board, however, shall have the right in its sole discretion to waive this requirement based upon criteria in accordance with the provisions set forth in Section 3.3.1 hereof, but not if more than twenty percent (20%) of the Homes in The Timbers at Everlands will not have at least one (1) occupant at least fifty-five (55) years of age or older. In the event there is a change in the occupants of a Home (for any reason whatsoever) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.

3.3.4 Individuals Age Nineteen (19) and Under. As long as The Timbers at Everlands is within the Exemption, no children nineteen (19) years of age or younger shall be permitted to reside in any of the Homes, except for a period of time not to exceed a total of sixty (60) days per calendar year. In addition, children shall be allowed to play only in those areas of The Everlands community designated from time to time by the Master Association.

3.3.5 Failure to Remain within the Exemption. To the extent the Association is failing in its responsibilities under this Section in the discretion of the Master Association, the Master Association may undertake such responsibilities, as further set forth in the Master Declaration. Notwithstanding anything herein to the contrary in this Declaration, however, it is acknowledged and agreed that although it is the intent of the Developer and Association that The Timbers at Everlands be within the Exemption so that persons nineteen (19) years of age or younger will be prohibited within The Timbers at Everlands, no representation or warranty is given that The Timbers at Everlands will comply with the Exemption and in the event for any reason it is determined that The Timbers at Everlands does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children nineteen (19) years of age or younger, neither the Association or Developer shall have any liability in connection therewith.

#### 4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer or any holder of an easement from the Developer or Association related to access, shared drainage, or water use unless such amendment receives the prior written consent of Developer or any such easement holder, which consent 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 this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 13.12 hereof which benefits the SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of The Timbers at Everlands; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum. Notwithstanding the foregoing, annexation and related amendments respecting the addition of non-residential, green/open space, or commercial property to the Common Areas of the Association may be accomplished by unanimous approval of the Board.

#### 5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of The Timbers at Everlands by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to The Timbers at Everlands. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of The Timbers at Everlands, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by recording an amendment to this Declaration in the Public Records. The amendment 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 The Timbers at Everlands. Such amendment may contain additions to, modifications of or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to The Timbers at Everlands.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands containing homes or homesites may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum. Additional non-residential, green/open space, and/or commercial property may be acquired by the Association and annexed to The Timbers at Everlands as Common Areas following the Turnover Date upon the unanimous approval of the Board at a duly noticed meeting of the Board of Directors at which a quorum is present.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of The Timbers at Everlands (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of The Timbers at Everlands shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of The Timbers at Everlands shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of The Timbers at Everlands). Association shall have no right to withdraw land from The Timbers at Everlands.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the District or an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, The Timbers at Everlands 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 Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of The Timbers at Everlands which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on The Timbers at Everlands by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Developer.

7.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Lot and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each 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. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Lot pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Lot, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Lot, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Lot. Developer rights with respect to Association are set forth in this Declaration, the Articles and the By-Laws.

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

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

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

7.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Master Declaration, the Articles, the By-Laws or any of the other Association Documents, the Master Declaration shall control. Notwithstanding the foregoing, in the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. In the event that this Declaration is more restrictive than the Master Declaration, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of The Timbers at Everlands for various public purposes or for the provision of Telecommunications Systems, or to make any portions of The Timbers at Everlands part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of The Timbers at Everlands. In addition, the Common Areas of The Timbers at Everlands may include decorative improvements, berms and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Parcel, Lot or any portion of The Timbers at Everlands or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, operated or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein in its sole discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within The Timbers at Everlands, 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. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

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

9.4 Conveyance.

9.4.1 Generally. Simultaneously with the Plat being recorded, or earlier or later as determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas shall be dedicated by Plats, created in the form of easements, and conveyed by written instrument or by Quitclaim Deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed 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.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

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

9.4.2.2 matters reflected in the Plat;

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

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

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of The Timbers at Everlands) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in The Timbers at Everlands including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association being first had and obtained.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. All of the paved areas, including but not limited to roads and parking areas, not located on Lots in The Timbers at Everlands are Common Areas as reflected on the Master Site Plan. Notwithstanding the foregoing, Association shall have the right to transfer all or a portion of the roads to the Master Association or District at which time such roads would no longer be Common Areas, but rather, would form part of the Master Association's common areas or the District's facilities. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, including, but not limited to, cart paths, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads, cart paths and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion

Date, Developer, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board.

9.8.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY, THERE IS NO GUARANTEE BY DEVELOPER, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, Master Developer, the District, Master Association, and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within The Timbers at Everlands, if any. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. All or a portion of the waterbodies within The Timbers at Everlands may be part of the Facilities, as hereinafter defined, and owned by the District.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each person within any portion of The Timbers at Everlands accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of The Timbers at Everlands, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within The Timbers at Everlands, (e) actions or inactions taken, or nuisances caused by neighboring Owners and/or tenants or their respective guests, and (f) design of any portion of The Timbers at Everlands. Each such person also expressly indemnifies and agrees to hold harmless Developer, Master Developer the District, Master Association, Association, Builders, and all employees, directors, representatives, officers, agents, and partners (the "Indemnified Parties") of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas including, without limitation, all waterbodies, if any, or pools do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, MASTER DEVELOPER, BUILDERS, THE DISTRICT, MASTER ASSOCIATION, AND 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 GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Builders or Association or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Master Developer, Builders, Master Association, 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 and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and The Timbers at Everlands. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would prohibit or restrict the development or operation of the Common Areas or adversely affect the interests of Developer. Without limiting the foregoing, Developer and/or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas, and related improvements within The Timbers at Everlands, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of The Timbers at Everlands), general offices and construction operations within The Timbers at Everlands; (iii) place, erect or construct portable, temporary or accessory buildings or structure within The Timbers at Everlands for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of The Timbers at Everlands; (v) post, display, inscribe or affix to

the exterior of any portion of the Common Areas or portions of The Timbers at Everlands owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion The Timbers at Everlands including, without limitation, Homes; (vi) excavate fill from any waterways within and/or contiguous to The Timbers at Everlands by dredge or dragline, store fill within The Timbers at Everlands and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, The Timbers at Everlands and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising The Timbers at Everlands.

9.10 Public Facilities. The Timbers at Everlands may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of The Timbers at Everlands; provided however, no such facility shall result in expense to the general taxpayers of the County or assumption by the County or any responsibility for maintenance of any portion thereof.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

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

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within The Timbers at Everlands (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, AG, the District, and their officers, directors, shareholders, representatives, agents, partners, affiliates, and any related persons 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 and/or the Facilities, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' and paraprofessional fees at all levels of proceedings including appeals), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.15 Site Plans and Plats. The Timbers at Everlands is subject to the Plat. The Plat may identify some of the Common Areas within The Timbers at Everlands. The description of the Common Areas on the Plat is subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used

for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. Everlands Community Development District.

10.1 Generally. The Timbers at Everlands is within the Everlands Community Development District (the "**District**"). Portions of the Master Community, including portions of The Timbers at Everlands, may be owned and maintained by the District, including, but not limited to, the lakes, preserve areas, roads, drainage system, Surface Water Management System, landscaping and/or utilities. In the event that any portions of the Master Community and/or The Timbers at Everlands are owned by the District, such facilities shall not be part of the Common Areas or Master Association common areas, but will be part of the infrastructure facilities owned by the District ("**Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF THE TIMBERS AT EVERLANDS OR THE MASTER COMMUNITY WILL BE DESIGNATED COMMON AREAS OF THE ASSOCIATION, MASTER ASSOCIATION OR FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS OF THE ASSOCIATION MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

10.2 Creation of the District. The District may issue special assessment bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Master Community and The Timbers at Everlands jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Master Community and/or The Timbers at Everlands ("**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**District Special Assessment 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 District may also impose an annual non ad valorem special assessment to fund the operations of the District, and the maintenance and repair of its Public Infrastructure and its services ("**District Administrative and Maintenance Special Assessments**").

10.3 District Assessments. The District Debt Service Assessments and District Administrative and Maintenance Special Assessments will not be taxes but, under Florida law, will 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 County and disbursed to the District, or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Administrative and 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. District Special Assessment Bonds are not taxes or liens on property. If the fees and user charges underlying the District Special Assessment 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 initial amounts of the District Debt Service Assessments and District Administrative and Maintenance Special Assessments which will be due in connection with each Home were unknown at the time of recording of this Declaration. Such amounts may vary from year to year and from time to time, and may depend upon the type of Home (*i.e.*, District Debt Service Assessments and District Administrative and Maintenance Special Assessments may be different for Estate Homes, Townhomes and Villas). The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Administrative and Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section. Failure to pay such sums may result in loss of property as set forth in this Section. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 10.2 above), certain facilities including, but not limited to, roads, utilities, landscaping and/or drainage system, as the District determines in its sole discretion.

10.4 Common Areas and Facilities Part of District. Portions of The Timbers at Everlands may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event Developer conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in this Declaration respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The District or Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and the District Administrative and Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Facilities as set forth in this Section.

10.5 Master Property and Facilities Part of District. Portions of the Master Community may be conveyed by Master Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event Master Developer conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Master Common Areas. By way of example and not of limitation, the procedures set forth in the Master Declaration respecting Master Developer's obligation to convey the Master Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS OR MASTER COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION OR THE MASTER DECLARATION. Master Developer may decide, in its sole discretion, to convey additional portions of the Master Common Areas to either the District or Master Association, thereby making such Master Common Areas part of the District's Facilities. The District or Master Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for the Facilities, or Master Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and the District Administrative and Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Facilities as set forth in this Section.

10.6 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and maintained by Association. The Facilities may be owned by a governmental entity other than the District. 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.

## 11. Party Walls.

11.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within The Timbers at Everlands which are built by Developer as part of the original construction of the Townhome Buildings and Villa Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including without limitation, any Party Wall, shall protrude over an adjoining Townhome or Villa, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

### 11.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Townhomes or Villas sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

11.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

11.2.3 Alterations. The Owner of a Townhome or Villa sharing a Party Wall with an adjoining Townhome or Villa shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

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

11.2.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes or Villas sharing the Party Wall.

## 12. Party Roofs.

12.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within The Timbers at Everlands, which are built by Developer as part of the original construction of the Townhomes and Villas and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Townhome or Villa, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion or Party Roof. The foregoing shall also apply to any replacements of any Party Roof. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

## 12.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

12.2.1 Generally. Association shall repair, maintain and/or replace the Party Roofs of Townhome Buildings and Villa Buildings within The Timbers at Everlands, at such time as the Board deems any such repairs, maintenance and/or replacement necessary or desirable in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Party Roof is maintained, repaired and/or replaced in accordance with this Section. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Townhomes and/or Villas sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

12.2.2 Failure to Contribute. In the event an Owner shall fail or refuse to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs and/or replacements are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement, and /or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro-rata share of the costs.

12.2.3 Alterations. Subject to applicable building codes, the Owner of a Townhome or Villa sharing a Party Roof with an adjoining Townhome or Villa shall not make any alterations, additions or structural changes in the Party Roof without the prior written consent of the ACC.

12.2.4 Easements. Each Owner and Association shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes and/or Villas sharing the Party Roof.

## 13. Maintenance by Association.

13.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, and all improvements placed thereon, including without limitation, all Common Area landscaping and irrigation, in addition to lakes (if such lakes are owned by the Association as Common Areas).

13.2 District Facilities. The District may contract with Association for maintenance, repair and replacement of District Facilities in the District's sole and absolute discretion.

13.3 Drainage. To the extent it is not the responsibility of the District, Association shall at all times maintain the drainage systems and drainage facilities within the Common Areas.

13.4 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas of the Community in the event of extreme wind conditions, as determined by the Association in its sole discretion. The expense of such removal shall be part of the Operating Costs of Association. Additionally, in the event winds are forecasted to exceed fifty (50) miles per hour, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

13.5 Lawn Maintenance. If so provided in Association's budget, Association shall maintain the entire yard of each Home. In such event, Association shall have no obligation to maintain any plant beds or other landscaping that has been modified by an Owner, and shall have no obligation to maintain landscaping and/or improvements within any portion of a Home that is fenced. Each Owner shall be required to ensure that the Association has access to their respective yard for maintenance purposes, and hereby grants to the Association an easement over, under, across and through their respective Lot for landscape maintenance purposes. Each day of a continuing violation of this requirement shall constitute a separate violation of this Declaration. Each Owner is responsible financially for replacing any trees, shrubs, grass or landscaping that require replacement. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS, AND OTHER HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS. Association shall have no obligation to maintain any landscaping within any fenced portions of a Lot, or any balconies, terraces or patios of a Home.

13.6 Irrigation and Sprinkler Systems. The Master Association is responsible for the maintenance of the main irrigation line that runs throughout Everlands. As lateral lines will be installed to irrigate certain Lots and Common Areas within The Timbers at Everlands, the Association shall be responsible for the maintenance of all such lateral lines (including those within the Lots). Association shall be responsible to maintain the irrigation and sprinkler system within the Common Areas and Lots. Association shall have an easement over, under, across and through all of The Timbers at Everlands for the purpose of maintaining the irrigation and sprinkler system. Every Owner shall be required to irrigate the grass and landscaping located on his or her respective Lot(s) in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is subsequently fined due

to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association.

13.7 Duty to Paint Exterior of Townhomes and Villas. Association shall be responsible for repainting the exterior of each Townhome and Villa within The Timbers at Everlands, at such time as the Board deems such repainting necessary or desirable in its sole discretion, and the costs of same shall be charged as an Individual Assessment to each Owner whose Home is repainted in accordance with this Section.

13.8 Perimeter Walls. Association shall be responsible for the maintenance, repair and replacement of those portions of the perimeter walls located within Lots and/or Homes in The Timbers at Everlands, at such time as the Board deems such maintenance, repair and/or replacement necessary or desirable in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to the Owner of the Home or Lot upon which any such portion of the perimeter wall is located.

13.9 Public Roads. It is possible that either the District or Association may maintain the medians and swales of all public roads pursuant to agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be Operating Costs. The costs of such maintenance by the District shall be part of District Maintenance Special Assessments.

13.10 Private Roads. All roads within The Timbers at Everlands which are privately owned shall be maintained by Association. Association may enter into an agreement with the District whereby the District would be obligated to maintain such private roads within The Timbers at Everlands.

13.11 Duty to Maintain Surface Water Management System. The Surface Water Management System within The Timbers at Everlands may be owned, maintained and operated by Association, Master Association and/or the District as permitted by the SJRWMD. If owned by Association as Common Areas, the costs of the operation and maintenance of those portions of the Surface Water Management System shall be part of the Operating Costs of Association. If owned by Master Association as Common Areas, the costs of the operation and maintenance of those portions of the Surface Water Management System shall be part of the Operating Costs of Master Association. If owned by the District as part of the Facilities, the costs of operation and maintenance of those portions of the Surface Water Management System will be part of the District Debt Maintenance Assessments. Notwithstanding the foregoing, the SJRWMD has the right to take enforcement action, including a civil action for an injunction and penalties against Association or Master Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

13.12 Amendments Affecting Surface Water Management System. Any proposed amendment to the Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SJRWMD. Association's or Master Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SJRWMD permit actions shall be maintained by Association's or Master Association's registered agent for Association's benefit.

13.13 Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Areas, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities or other areas owned by County except and to the extent provided in any agreement between Association and the District or County, as applicable. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

13.14 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner and the Home and/or Lot owned by that 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 without the prior written approval of Association.

13.15 Right of Entry. Developer, the District, and Association are granted a perpetual and irrevocable easement over, under and across The Timbers at Everlands 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 it is entitled to perform. Without limiting the foregoing, Developer 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, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of The Timbers at Everlands if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

13.16 Maintenance of Property Owned by Others. Association shall, if designated by Developer, or by Association after the Community Completion Date by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or which lie outside of The Timbers at Everlands. Such areas may abut, or be proximate to, The Timbers at Everlands, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-

governmental entity, or the District. These areas may include, without limitation, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, brick pavers, irrigation, drainage areas, community identification or entrance features, community signage or other identification and/or areas.

14. Multi-Purpose Taxing District. It is possible that the District may maintain the roads, off-site improvements, Surface Water Management System, landscape buffers, and/or entrance features within The Timbers at Everlands and, possibly, an adjacent community. In the event the District does not maintain such roads, off-site improvements, Surface Water Management Systems, landscape buffers and/or entrance features, then a special taxing district or Association may be responsible for such maintenance. Each Home shall be subject to assessments for the operation of District or for Operating Costs.

15. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association, if any, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of The Timbers at Everlands by the Owner of each Home. To the extent not maintained by the Association, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of their Home in accordance with the standards set forth below.

15.1 Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by Owners.

15.1.1 Trees. Trees are to be pruned as needed.

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

15.1.3 Grass.

15.1.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

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

15.1.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

15.1.4 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

15.1.5 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

15.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

15.1.7 Irrigation. Owners shall be responsible to irrigate grass. Pump stations, if applicable, and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

15.1.8 Post Lights. Each Owner shall maintain all post lights (whether gas or electric) which are located within the boundaries of his or her Home.

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

15.1.10 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.

15.1.11 Right of Association to Enforce. Each Owner grants Association and/or Master Association an easement over his or her Lot for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association and/or Master Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association and/or Master Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association and/or Master Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

15.2 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

15.2.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is

subsequently fined due to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association.

15.2.2 All grass and landscaping located within any rear yard of a Lot shall be maintained by the Owner. No gardens, jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

15.2.3 Without the prior consent of the ACC and Master ACC (if activated), no sod, topsoil, tree or shrubbery shall be removed from The Timbers at Everlands, 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 ACC or Master ACC (if activated), each in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which 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 for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

15.2.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

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

15.2.6 Swale, Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home, the sidewalk abutting the front Lot or side of the Home and any swale areas between the Lot and the paved Common Areas including, but not limited to, any damage caused by Developer, Master Developer, Master Association, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association, Master Association, Developer and/or Master Developer and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15.3 Paint. Estate Homes shall be repainted by each Owner, at such Owner's sole cost and expense, within forty-five (45) days of notice by the Association. In the event an Owner fails to repaint their Estate Home within the above referenced time frame, Association may, but shall not be obligated to, repaint such Owner's Estate Home and the costs of same shall be charged as an Individual Assessment to the Owner whose Home is repainted.

16. Use Restrictions. Each Owner must comply with the following:

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

16.2 Animals. No animals of any kind shall be raised or kept within The Timbers at Everlands for commercial purposes. No roosters or pigeons shall be raised or kept within The Timbers at Everlands. The breeding of animals is strictly prohibited within The Timbers at Everlands. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate and urinate only in the "pet walking" areas within The Timbers at Everlands designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

16.3 Artificial Vegetation. 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 Home or Lot, unless approved by the ACC.

#### 16.4 Cars and Trucks.

16.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of The Timbers at Everlands or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in The Timbers at Everlands except during the period of a delivery. Personal street vans, personal trucks, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in The Timbers at Everlands. If at any time parking is permitted in the streets within The Timbers at Everlands, such street parking shall be limited to one side of the street. Owners may park in guest parking spaces located on the Common Areas provided, however, such Owners do not park their vehicles overnight in a guest parking space.

16.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within The Timbers at Everlands for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within The Timbers at Everlands. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without ACC approval.

16.4.3 Prohibited Vehicles. No recreational vehicle, commercial vehicle, boat, limousine, trailer including, but not limited to, boat trailer, house trailers and trailers of every other type, kind or description, or camper, may be kept within The Timbers at Everlands except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or standard SUV's (*i.e.*, Broncos™, Blazers™, Explorers™, Navigators™, *etc.*) or clean "non- working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other The Timbers at Everlands facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on The Timbers at Everlands. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on The Timbers at Everlands. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

16.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 18.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

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

16.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within The Timbers at Everlands. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE TIMBERS AT EVERLANDS AND THE RESIDENTIAL ATMOSPHERE THEREOF.

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

16.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed in the Front Yard of any Home or on the Common Areas except in areas designated for those purposes by Association.

The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout The Timbers at Everlands.

16.10 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, wind chimes, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of The Timbers at Everlands without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. 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 on October 15<sup>th</sup> and shall be removed no later than January 15<sup>th</sup> of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

16.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of The Timbers at Everlands complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

16.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such system and/or facilities within the Common Areas shall be the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, District, and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

16.13 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

16.14 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) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) 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. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

16.15 Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Other than as installed by the Developer, no chain link fencing may be installed within The Timbers at Everlands. The Owner of such Lot shall be obligated to ensure that the Association has unfettered access through such rear yard to repair, replace, maintain, or otherwise address issues relating to the perimeter fence or irrigation lines, if any. All fencing of yards within The Timbers at Everlands shall be aluminum rail and shall be bronze in color. All other fencing shall be four (4) feet in height.

16.16 Fuel Storage. No fuel storage shall be permitted within The Timbers at Everlands, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration.

16.17 Garages. Each Home may have its own garage. No garage shall be converted into a general living area. Garage doors may be left open during use for vehicular and pedestrian ingress and egress, in addition to other uses, and while performing activities in and around the garage, Home or Lot, so long as such additional uses and activities do not become a nuisance. At all other times, garage doors shall remain closed.

16.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for or contract with a private entity for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home, Lot or Parcel. 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 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are

not visible from outside the Home on the day of pick-up. To the extent any Owner must utilize any swale in connection with bulk pickup items, such Owner shall be obligated to request the bulk pickup the same day that the debris or other bulk items are placed in the swale, and must further notify the Association in writing as to the placement of the items and the request for pickup of the same. Any bulk items that are left in any portion of the Common Areas without notice to the Association shall be considered dumping and shall subject the applicable Owner to fines and/or legal action. In the event of legal action by the Association, the applicable Owner (and his or her guests, tenants and/or invitees) shall be fully liable for the Association's legal fees and costs.

16.19 General Use Restrictions. Each Home, the Common Areas and any portion of The Timbers at Everlands shall not be used in any manner contrary to the Association Documents.

16.20 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

16.21 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. People and pets shall not play in such water. Such water shall not be used by Owners to irrigate lawns. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is the Association's obligation to treat and remove any such staining. The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. No Owner whose Lot adjoins a waterway/lake, if any, may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Association may use wells, waterways and lakes adjacent to or outside of The Timbers at Everlands to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES, IF ANY, MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, Master Developer, the District, Association, Master Association shall have the right to use one or more pumps to remove water from lakes and waterbodies, if any, for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

16.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot.

16.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of The Timbers at Everlands. 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 The Timbers at Everlands shall be the same as the responsibility for maintenance and repair of the property concerned.

16.24 Leases. Lots or Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. All occupants of Homes other than the Owner, whether family of the Owner or third party tenants, must be approved by the Association. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be individually leased on any basis. No transient tenants may be accommodated in a Home. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within The Timbers at Everlands. All leases shall be subject to Association approval, and all tenants (and other occupants, as noted herein, shall be subject to Association screening). The Association shall not be permitted to deny a prospective tenant solely based upon credit score. Any credit score guideline used for tenant applications shall be no higher than the credit requirement to obtain an FHA loan (with the low down payment advantage) in effect at the time of tenancy application. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing The Timbers at Everlands or administered by Association. Each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 29 hereof. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the

lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 29 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

#### 16.25 Maintenance by Owners.

16.25.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of The Timbers at Everlands by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced or located outside the Front Yard. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home.

16.25.2 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with the ACC approval, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

16.26 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer and Association shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

16.27 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 The Timbers at Everlands is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within The Timbers at Everlands. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of homes or Common Areas by any Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of The Timbers at Everlands, including a Home or Lot which will increase the rate of insurance to be paid by Association.

16.28 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.

16.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of The Timbers at Everlands, which is unsightly or which interferes with the comfort and convenience of others. No personal property may be stored in the Front Yard of a Home.

16.30 Townhomes and Villas - Pools. No pools shall be permitted to be installed on Lots containing Townhomes or Villas.

16.31 Estate Home - Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC and must be constructed in accordance with all applicable codes and ordinances. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the first floor of the Home. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. All pools shall be adequately maintained

and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. All yards with in-ground pools, hot tubs, and/or spas must be enclosed by an ACC approved fence. No pool, hot tub or spa shall be approved by the ACC without such a fence.

16.32 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of The Timbers at Everlands or change the level of the land within The Timbers at Everlands, or plant landscaping which results in any permanent change in the flow and drainage of surface water within The Timbers at Everlands. Owners may not place additional plants, shrubs, or trees within any portion of The Timbers at Everlands without the prior approval of the ACC.

16.33 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves. Notwithstanding the foregoing, the Association shall be responsible for pressure treatments and cleaning of Townhome and Villa exterior surfaces and the costs of the same shall be charged to each applicable Owner as an Individual Assessment.

16.34 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of satellite dishes, antennas, and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents of The Timbers at Everlands and satellite dishes must be on the fascia board when possible with no exposed wires. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not permitted by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

16.35 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

16.36 Signs and Flags. No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of The Timbers at Everlands that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 5" x 8". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of The Timbers at Everlands while the Developer holds any Homes for sale in the ordinary course of business. In the event that any such "For Sale" or "For Rent" signs (or related signage including, but not limited to, open house signs) are exhibited, displayed, inscribed, painted or affixed in, or upon any part of The Timbers at Everlands while the Developer holds any Homes for sale in the ordinary course of business, the Developer and/or Association through their respective representatives or vendors shall be entitled to remove any such signs on sight and without any requirement for prior notice of any kind, may enter upon any property within The Timbers at Everlands (inclusive of Common Areas and Lots) to accomplish such removal, and may invoice the applicable Owner for any costs incurred by the Developer and/or Association in the removal process. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within The Timbers at Everlands unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty five degree (45°) angle from the Home.

16.37 Solar Equipment and Components. No solar equipment shall be installed on a Lot or affixed to any Home within The Timbers at Everlands without the prior written approval thereof being first had and obtained from the ACC. With respect to ground-mounted solar panels, the same may only be installed in the rear yards of Homes that have an ACC approved fence, and all solar equipment and panels must be screened by such ACC approved fence (i.e., no solar equipment may exceed the height of the ACC approved fence). No ground-mounted solar equipment may be affixed to an Owner's fence. Roof-mounted solar panels and equipment shall be installed so that the panels are flush mounted and shall be located on a portion of the rear roof area, as reasonably determined by the ACC. Roof-mounted solar panels shall be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with the slope of the roof. Solar units must not break the roof ridge line. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak. Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the ACC.

16.38 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of The Timbers at Everlands without prior written consent of the ACC. No basketball

backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

16.39 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 without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

16.40 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to The Timbers at Everlands, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

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

16.42 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any waterbodies within or adjacent to The Timbers at Everlands. Boating and personal watercraft (e.g., jet/water skis) are prohibited. No private docks may be erected within any waterbody.

16.43 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within The Timbers at Everlands.

16.44 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC 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.

16.45 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. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

16.46 Wells. Wells are not permitted within The Timbers at Everlands.

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

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

16.49 Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

17. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

18. Requirement to Maintain Insurance.

18.1 Association. Association shall maintain the following insurance coverage:

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

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

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

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

18.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

18.2 Homes.

18.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of 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 resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

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

18.2.3 Townhome and Villa Buildings. Certain Homes are separated by Party Walls but form part of a Townhome Building or Villa Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building or Villa Building must have the written agreement of all of the Owners of Homes within such Townhome Building or Villa Building, as applicable, before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building or Villa Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building or Villa Building, as applicable, and all Owners of damaged or destroyed Homes within such Townhome Building or Villa Building shall perform Required Repair with respect to such Homes.

18.2.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 18.2.4 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of The Timbers at Everlands.

18.2.5 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to

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 Association.

18.2.6 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. County shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

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

18.3 Fidelity Bonds. If available, Association may obtain a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

18.3.1 The bonds shall name Association as an obligee.

18.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

18.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

18.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

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

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

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

18.7 Additional Insured. Developer and their Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

18.8 Cost of Insurance. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred which result from a natural disaster or an act of God occurring which are not covered by proceeds from insurance maintained by Association (*i.e.*, the costs of any deductible, the costs incurred which are in excess of the Association's coverage, etc.), shall not be Operating Costs (and as such, are not part of the Developer's deficit funding obligation, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.

## 19. Property Rights.

19.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in The Timbers at Everlands shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

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

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

19.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

19.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

19.1.5 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and any holders of Association or Developer granted easements related to access, shared drainage, or water use.

19.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

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

19.1.8 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

19.1.9 The rights of Master Developer, Developer, Master Association and/or Association regarding The Timbers at Everlands as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

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

19.1.11 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

19.1.12 The right of Association to evict occupants, tenants, guests and invitees as provided in this Declaration.

19.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and 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, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

19.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer and Master Developer reserve an easement for themselves or their nominees over, upon, across, and under The Timbers at Everlands as may be required in connection with the development of The Timbers at Everlands and other lands designated by Developer and/or Master Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of The Timbers at Everlands and other lands designated by Developer and/or Master Developer. Without limiting the foregoing, Developer and/or Master Developer specifically reserve the right to use all paved roads and rights of way within The Timbers at Everlands for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer and/or Master Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer and/or Master Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer and/or Master Developer be obligated to pay any amount to Association on account of Developer's and/or Master Developer's use of the Common Areas for construction purposes. Developer and Master Developer intend to use the Common Areas for sales of new and used Homes. Further, Developer and Master Developer may market other residences and commercial properties located outside of The Timbers at Everlands from Developer's and/or Master Developer's sales facilities located within The Timbers at Everlands. Developer and Master Developer have the right to use all portions of the Common Areas in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer and Master Developer, shall be construed as broadly as possible and supplement the rights of Developer and Master Developer. At no time shall Developer and/or Master Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer and Master Developer may non-exclusively assign their rights hereunder to each Builder.

19.4 Public Easements. County, fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. The County shall also have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within The Timbers at Everlands.

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

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

19.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association shall, subject to restrictions contained in easement agreements already in effect, and in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through The Timbers at Everlands (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 Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.8 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across and under The Timbers at Everlands. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District as well as provide the District with an easement over all roads for water and sewer drainage.

19.9 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 The Timbers at Everlands (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

19.10 Drainage. A non-exclusive easement shall exist in favor of Developer, Master Developer, the District, Master Association, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over The Timbers at Everlands over, across and upon The Timbers at Everlands for drainage, irrigation and water management purposes and for purposes of installing, repairing, modifying or improving drainage facilities or components. A non-exclusive easement for ingress, egress and access exists as shown on the Plat for such parties to enter upon and over any portion of The Timbers at Everlands (including Homes) 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 The Timbers at Everlands and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through The Timbers at Everlands 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.

19.11 Easement in favor of Association. Association is hereby granted an easement over all of The Timbers at Everlands, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

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

## 20. Assessments.

20.1 Types of Assessments. Each Owner and Builder, 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 hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. Notwithstanding the foregoing, so long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Rather, during any period in which Developer is deficit funding the Association, each Builder shall pay pursuant to a Builder budget to be prepared by Developer in its discretion such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same. To the extent Developer is not deficit funding Association, each Builder shall be required to pay Assessments in connection with its Lots. The statutory rights afforded to Association including, without limitation, the right of Association to file liens, bring actions for foreclosure and/or the right of Association to accelerate the amount of Assessments due upon non-payment of Assessments, shall also apply to Assessments (or portions of Operating Costs) owed by Builders with respect to Homes and/or Lots owned by such Builders. Additionally, all legal fees, late fees, interest and attorneys' fees and costs relating to the collection of Assessments from Builders shall be fully recoverable by Association against Builders.

20.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

20.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

20.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

20.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

20.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, 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 (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

20.2.5 Assessments for which one or more Owners (but less than all Owners) or Builders within The Timbers at Everlands is subject ("Individual Assessments") such as costs of special services provided to a Builder, Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Builder, Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of The Timbers at Everlands that Association perform any other obligation of an Owner or Builder under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

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

20.4 Allocation of Operating Costs.

20.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

20.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, 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 Homes in The Timbers at Everlands conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes, Owners of Villas and Owners of Estate Homes will be required to pay additional Operating Costs for services exclusive to Townhomes, Townhome Buildings, Villas, Villa Buildings and/or Estate Homes, respectively.

20.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of 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. 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. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

20.4.4 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 of any sums due.

20.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes, Owners of Villas and Owners of Estate Homes will be required to pay additional Operating Costs for services exclusive to Townhomes, Townhome Buildings, Villas, Villa Buildings and/or Estate Homes, respectively.

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

20.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder.

20.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Homes to be included in The Timbers at Everlands, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. At any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("**Developer's Option**") to either (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all Installment Assessments due from Owners and other income produced by Association or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined), or, in Developer's sole and absolute discretion, pursuant to terms and conditions (e.g., payment plan) approved by Developer. Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

20.8.1 If an audit of the Association's financial records reveals that Developer has funded a greater amount (e.g. including, without limitation, pre-paid amounts, deposits for utilities, Developer's funding of delinquent Installment Assessments, or portion thereof, not paid by Owners, etc.) than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

20.8.2 If Developer elects to loan funds to Association for any purpose including, but not limited to, covering uncollected Assessments due from Owners which are not timely paid, Developer may, but shall have no obligation to, require the Association to sign a promissory note. Notwithstanding the foregoing, irrespective of whether a promissory note exists with respect to any loan to Association by Developer, Association shall be liable to Developer for all amounts loaned.

20.9 Budget. The initial budget prepared by Developer 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 Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments or other amounts as per the Builder budget prepared by the Developer for each Lot or Parcel owned by such Builder commencing from the date the Builder obtained title to such Lot or Parcel. During the deficit funding period, if any, Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

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

20.10.1 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) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner and Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first

budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e., monthly, quarterly or annually).

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

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

20.11 Initial Contribution. The first purchaser of each Lot, Home or Parcel, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial contribution in an amount up to three (3) months Assessments (the "Initial Contribution") as determined by Developer in its sole and absolute discretion. The funds derived from the Initial Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

20.12 Resale Contribution. Association may establish a resale contribution ("Resale Contribution"). There shall be collected upon every conveyance of ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

20.13 Assessment Estoppel Certificates. No Owner or Builder shall sell or convey its interest in a Lot unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner or Builder. Association shall prepare and maintain a ledger noting Assessments due from each Owner or Builder. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner or Builder an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners or Builders 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 or Builder requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner and Builder waives its rights (if any) to an accounting related to Operating Costs or Assessments.

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

20.15 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 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 who was the Owner or Builder of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

20.16 Subordination of Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Lot, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments, interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably

discoverable by the Lender. To the maximum extent permitted by Florida law as modified from time to time, any acquirer of title to a Lot including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner of the Lot and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner of the Lot. Unless specifically provided otherwise by Association in writing from time to time and in its sole and absolute discretion, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorneys' fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which an acquirer of title is not liable (*i.e.*, where a Lender takes title to a Lot, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party 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 a foreclosure.

20.17 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home or Lot, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorneys fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the Owner that takes title to the Home or Lot after the Association, and the Association shall have no liability for the same.

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

20.19 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$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 Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner or Builder personally obligated to pay the same, and/or foreclose the lien against the Lot/Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner or Builder, if the Owner or Builder remains in possession of a Lot after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Lot to collect the rent if the Lot is leased or rented during the pendency of the foreclosure action. 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, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. No Owner or Builder 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 by abandonment of a Lot.

20.20 Exemption. Notwithstanding anything to the contrary herein, neither Master Developer, Developer, nor the District nor any Lot or property owned by Developer shall (unless specified to the contrary by Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Lots or Homes owned by it, or fund the deficit, if any, as set forth herein. In addition, the Board shall have the right to exempt any portion of The Timbers at Everlands subject to this Declaration from the Assessments, provided that such portion of The Timbers at Everlands exempted is used (and as long as it is used) for any of the following purposes:

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

20.20.2 Any real property interest held by a Telecommunications Provider;

20.20.3 Any of The Timbers at Everlands exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

20.20.4 Any Common Areas and Master Association common areas; and

20.20.5 Any Facilities.

20.21 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to 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, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

20.22 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home 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 Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

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

20.24 Collection of Master Assessments. All assessments due to Master Association ("**Master Assessments**") shall be paid by each Owner directly to Master Association separate from any Assessments then due to Association. Any collection proceedings for an Owner's failure to pay Master Assessments shall be the sole responsibility of Master Association. Each Owner shall be responsible to pay all Master Assessments to Master Association on time and in full regardless of any other Association Assessments due. Notwithstanding the foregoing, Master Association shall have the right, in its discretion, to require the Association to collect Master Assessments. To the extent Master Association requires the Association to collect Master Assessments, such requirement shall remain in full force and effect until Master Association notifies Association otherwise, at which time Owners shall then be obligated to pay Master Assessments directly to Master Association as initially set forth in this Section. In the event that Master Association requires Association to collect Master Assessments, all assessments due to Master Association shall be paid by each Owner directly to Association along with any Assessments then due to Association. Association shall on a monthly basis remit a lump sum payment to Master Association in the full amount of all Master Assessments. Any collection proceedings for an Owner's failure to pay Master Assessments shall be the sole responsibility of Association. Association shall be responsible to pay all Master Assessments to Master Association on time and in full regardless of whether such Association receives such full amount of Master Assessments from its Owners.

## 21. Information to Lenders and Owners.

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

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

21.3 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:

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

21.3.2 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;

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

21.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

22. Architectural Control. In addition to the architectural control provisions in the Master Declaration, and the potential activation of the Master ACC, the following provisions govern The Timbers at Everlands:

22.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to The Timbers at Everlands. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ACC shall have the right to form subcommittees to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining

members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Master Community Standards.

22.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

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

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

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

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

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

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

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

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

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

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

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

22.8.6 Upon disapproval, the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. 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 such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board of Association, shall be final and binding upon the Owner, his/her heirs, legal representatives, successors and assigns.

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

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

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

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

22.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in The Timbers at Everlands 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 The Timbers at Everlands shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in The Timbers at Everlands and no construction materials shall be stored in The Timbers at Everlands subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any lake or waterway or Common Areas or other Homes in The Timbers at Everlands or be placed anywhere outside of the Home 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 or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

22.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into The Timbers at Everlands as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and 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 ACC.

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

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

22.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of The Timbers at Everlands at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

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

22.15 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, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

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

22.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 22.13 herein.

22.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

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

22.20 Government Approval. Each Owner acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). By way of example, and not of limitation, irrespective ACC approval, the conversion of garages within The Timbers at Everlands is prohibited pursuant to local government regulations. As such, no garage conversions shall be permitted within The Timbers at Everlands. Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of The Timbers at Everlands and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without ACC approval, constructs any improvements or makes any changes to his or her Home without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any

governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Home caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

22.21 Security Deposit. Any Owner seeking Association approval for the alteration or modification of a Lot or Home (or change in the appearance thereof) may, in the Association's discretion, be required to pay to Association a security deposit in an amount to be determined by the Board from time to time (the "**Security Deposit**"). To the extent the Association determines, in its sole discretion, that damage to the Common Areas has occurred as a result of an Owner's work (whether performed by such Owner or his or her contractor or agent) relating to the modification or alteration of his or her Home or Lot, the Association may, without notice to the Owner, draw upon the Security Deposit to restore the Common Areas to their condition and appearance existing prior to such Owner's modification or alteration of his or her Home or Lot. To the extent the cost of restoring any Common Areas exceeds the total amount of the Security Deposit, the Association shall be entitled to draw upon and utilize the entire Security Deposit and charge any additional costs to such Owner as an Individual Assessment. To the extent there is no damage caused to the Common Areas as a result of an Owner's alteration or modification of his or her Home or Lot, as determined by the Association in its sole discretion, the entire Security Deposit shall be returned to such Owner.

23. Master Association. Each Owner, Lot and Home is subject to the Master Declaration which contains, among other things, architectural review requirements, assessment obligations, and use restrictions. For additional information relating to the Master Association, refer to the Master Declaration.

23.1 Surface Water Management System. Either the District or Master Association shall maintain the Surface Water Management System.

23.2 Master Association and District Easements. Without limiting any provision of the Master Declaration, the Master Association and the District, and their agents, employees, and managers, shall be deemed to have easements of ingress and egress in, over, and across the Common Areas for all reasonable purposes.

23.3 Priority of Master Association Lien. A Claim of Lien for Assessments (as defined in the Master Declaration) payable to the Master Association shall be superior to a Claim of Lien for Assessments due to Association.

24. Owners Liability.

24.1 Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("**Improvement**") on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5) foot gate must also be installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of The Timbers at Everlands' drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

24.2 Violations. Should any Owner do any of the following:

24.2.1 Fail to abide by this Declaration, the Articles, the By-Laws or the Rules and Regulations;

24.2.2 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD; or

24.2.3 Cause any damage to any improvement or Common Areas; or

24.2.4 Impede Developer or Association from exercising its rights or performing its responsibilities hereunder, or

24.2.5 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

24.2.6 Impede Developer from proceeding with or completing the development of The Timbers at Everlands, as the case may be;

then, Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

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

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

24.3.2 Commence an action to recover damages; and/or

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

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

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

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

24.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Association and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

24.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SJRWMD.

24.8.1 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.

24.8.2 Unless otherwise permitted by Florida law, fines or suspensions may not be imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Violations Committee does not by a majority vote confirm a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

24.8.3 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, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

24.8.4 To the extent the Violations Committee confirms the fine to be levied by the Board, the Board may impose Individual Assessments against the Owner in the amount of \$100 (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 Board may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

24.9 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or any portion of The Timbers at Everlands, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of The Timbers at Everlands in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave The Timbers at Everlands and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave The Timbers at Everlands and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action, including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Home as an Individual Assessment.

25. Additional Rights of Developer.

25.1 Sales Office and Administrative Offices. For so long as Developer and/or its assigns owns any property in The Timbers at Everlands, is affected by this Declaration, or maintains a sales office or administrative office within The Timbers at Everlands, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of The Timbers at Everlands and sales and re-sales of Homes and/or other properties owned by Developer or others outside of The Timbers at Everlands. 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 The Timbers at Everlands, including Common Areas, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

25.2 Modification. The development and marketing of The Timbers at Everlands will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of The Timbers at Everlands to, as an example and not a limitation, amend a Plat and/or 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 Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole discretion, to accomplish the same. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

25.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their assigns shall have the right, at any time, to hold marketing, special and/or promotional events within The Timbers at Everlands and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market The Timbers at Everlands and Homes in advertisements and other media by making reference to The Timbers at Everlands, including, but not limited to, pictures or drawings of The Timbers at Everlands, Common Areas, and Homes constructed in The Timbers at Everlands. All logos, trademarks, and designs used in connection with The Timbers at Everlands are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

25.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of The Timbers at Everlands.

25.5 Franchises. Developer 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.

25.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("Manager") for management of Association and the Common Areas.

25.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across The Timbers at

Everlands so long as any such 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, Developer 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 Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of The Timbers at Everlands so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of The Timbers at Everlands. Developer 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. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

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

25.9 Additional Development. If Developer withdraws portions of The Timbers at Everlands from the operation of this Declaration, Developer 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. Developer 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 Developer, 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 which 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 Developer.

25.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of The Timbers at Everlands including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Lots and buildings in all other proposed forms of ownership and/or other improvements on The Timbers at Everlands or in The Timbers at Everlands or adjacent to or near The Timbers at Everlands, 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.

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

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

25.11.2 DEVELOPER, MASTER DEVELOPER, MASTER ASSOCIATION AND/OR ASSOCIATION ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AGENCIES WHICH ENFORCE OR ENSURE THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BREVARD COUNTY OR PREVENT TORTIOUS ACTIVITIES. NEITHER DEVELOPER, MASTER DEVELOPER, ANY BUILDER, MASTER ASSOCIATION NOR ASSOCIATION SHALL BE LIABLE FOR THE UNLAWFUL OR UNDESIRABLE ACTIONS OR INACTIONS OF OWNERS OR THEIR RESPECTIVE FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN THE TIMBERS AT EVERLANDS AND SHALL FURTHER HAVE NO OBLIGATION TO TAKE ANY AFFIRMATIVE ACTION NOT SPECIFICALLY SET FORTH IN THIS DECLARATION IN ORDER TO STOP, ENJOIN OR PREVENT ANY SUCH ACTIONS BY ANY OWNER OR THEIR FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN THE TIMBERS AT EVERLANDS; AND

25.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER

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

25.12 Resolution of Disputes. To the maximum extent permissible by Florida law (and where not permissible, all parties to this Declaration hereby waive their respective rights to a jury trial), all claims, disputes and other matters in question between the Association, any Owner and the Developer and/or any Builder arising out of or relating to this Declaration or any alleged the breach of any terms or conditions hereof, the transition of Association control or any alleged failures relating thereto, or any other matter contemplated under this Declaration, shall be decided by mandatory and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") currently in effect unless the parties mutually agree otherwise. The following procedures shall apply:

25.12.1 Demand for arbitration shall be filed in writing with the other party or parties subject to the Declaration and with the AAA. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. "Construction Rules" will be utilized in any arbitration proceeding under this Section.

25.12.2 No arbitration arising out of or relating to this Declaration shall include, by consolidation, joinder or any other manner, an additional person or entity not a party to this Declaration, except by written consent containing a specific reference to this Declaration signed by the parties hereto and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented by the parties to this Declaration shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

25.12.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

25.12.4 All filing fees and AAA costs associated with the arbitration itself shall be paid for by the party who files the notice of arbitration; provided, however, that all such expenses shall be recovered by the filing party in the event such party prevails. Any issues regarding who is the prevailing party shall be determined by the arbitration panel. The prevailing party also shall recover from the non-prevailing party all attorneys' fees and costs, including fees and costs for legal assistants and expert witnesses, and including all fees and costs incurred relative to any challenge or appeal of the arbitration award, or confirmation by a court of law.

25.12.5 If and only to the extent a matter arising under this Declaration cannot be resolved by arbitration pursuant to this Section, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs at the trial level and at all levels of appeal. In such event, to the maximum extent permitted by law, each of the Developer, Association, Builders, and Owners, voluntarily, intentionally and irrevocably waive all right to trial by jury in respect of any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or related to any of the provisions of this Declaration, or any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto or to any document pertaining to this Declaration. This provision is a material inducement of all parties taking title to real property subject to this Declaration. The parties hereby submit to the jurisdiction of the Civil Courts of the State of Florida and the United States District Courts located in the State of Florida in respect of any suit or other proceeding brought in connection with or arising out of this Declaration and venue shall be in the County.

25.13 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, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BREVARD COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN BREVARD COUNTY, FLORIDA AND EACH HOME IS LOCATED IN BREVARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA.

25.14 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 THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. 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 DEVELOPER TO SUBJECT THE TIMBERS AT EVERLANDS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS 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 DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS 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.

25.15 Access Control System. Developer may, but shall not be obligated to, install a tele-entry system at the entrance to The Timbers at Everlands. There shall be no guarantee as to the type of system or physical components used in connection with the operation of such system (*i.e.*, there is no guarantee as to whether gates, arms, or other devices will be utilized, nor shall there be any guarantee that any gatehouse will be manned or even fit for occupancy by an attendant. As of the date of recordation of this Declaration, it is not anticipated that the gatehouse will be capable of housing an attendant, and as such, no attendant is expected). Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for The Timbers at Everlands. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

25.16 Developer's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Developer shall have the unilateral right to control the operation of the community access control system and components, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Developer.

## 26. Telecommunications Services.

26.1 Right to Contract for Telecommunications Services. Subject to the rights of the Master Association, 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 portion of The Timbers at Everlands. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Owners may enter into one or more contracts for the provision of one or more Telecommunication Services for his/her Home. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within The Timbers at Everlands as agreed, from time to time, between the Telecommunications Provider and Developer. It is anticipated that the Developer will not install alarms in Homes within The Timbers at Everlands.

26.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of The Timbers at Everlands pursuant to an agreement between Association or Owner and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon The Timbers at Everlands for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon The Timbers at Everlands for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of The Timbers at Everlands, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

26.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association, the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right, to (i) select the Contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such

restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

26.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

27. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer 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 Developer in the event such refund is received by Association.

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

29. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

29.1 Transfers Subject to Approval.

29.1.1 Sale. Association shall have the right, but not the obligation, to screen purchasers of Homes or Lots. To the extent Association elects to screen purchasers, the provisions of this Section respecting sales shall apply, and no Owner may dispose of a Home or Lot or any interest therein by sale without approval of Association. If the Association does not elect to screen purchasers, Owners may sell their respective Homes or Lots subject only to the requirement that each Owner must notify the Association of any intended sale, and must provide the Association with a copy of the executed purchase contract.

29.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 29, shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.

29.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

29.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

29.2.1 Notice to Association.

29.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

29.2.1.2 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association. Each Owner is solely responsible to obtain all required permits relating to leasing property from all applicable governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and or consents from local and/or governmental authorities, any and all Association approvals shall be deemed withdrawn.

29.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

29.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

29.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

29.2.2 Certificate of Approval.

29.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records of County (the "**Public Records**").

29.2.2.2 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.

29.2.2.3 Devise or Inheritance. Any person who has obtained a Home by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 29.2.2.4 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

29.2.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

29.2.3 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

29.3 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Home, the matter shall be disposed of in the following manner:

29.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information by Association, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Home, upon the following terms:

29.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

29.3.1.2 The purchase price shall be paid by official check or federal wire.

29.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

29.3.1.4 If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 29.

29.3.2 Lease. In the event the Board disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended lessee for whom the Owner sought approval.

29.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser approved by the Board to purchase the respective Home at its fair market value. The fair market value of the Home will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Home, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Home in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Home, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

29.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer. Notwithstanding any inconsistent or contrary provision, or portion thereof, in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any provisions, or portions thereof, in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

29.5 Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

29.6 Notice of Lien or Suit.

29.6.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

29.6.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

29.6.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

30. General Provisions.

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

30.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation. Article, section, and paragraph captions, headings and titles inserted throughout the Association Documents are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of the Association Documents. Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

30.3 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.

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

the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

30.5 Execution of Documents. Developer's plan of development for The Timbers at Everlands (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 such documents require the joinder of Owners other than Developer, Developer, 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 Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such 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 Home or any other portion of The Timbers at Everlands, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to The Timbers at Everlands or any portion(s) thereof.

30.6 Letter(s) of Credit. During the development of The Timbers at Everlands, Developer may be required to obtain a letter of credit in connection with or as security for matters relating to Association including, without limitation, the Association's maintenance obligations. From and after the Turnover Date, Association agrees that it shall indemnify and be liable to Developer for any amounts drawn or due from any such letter(s) of credit which result from the Association's failure to act in accordance with the terms of this Declaration, any applicable law, ordinance or requirement of any governmental agency. In addition to the foregoing, Association agrees that immediately following the Turnover Date, the Association shall take all measures necessary to reimburse Developer for all amounts expended in connection with the letter of credit, remove Developer from the letter of credit, and add Association as the responsible party under the letter of credit.

30.7 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.

30.8 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30.9 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE TIMBERS AT EVERLANDS ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE TIMBERS AT EVERLANDS. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE TIMBERS AT EVERLANDS, 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 THE TIMBERS AT EVERLANDS 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) DEVELOPER 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 DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE TIMBERS AT EVERLANDS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30.10 Title Documents. Each Owner by acceptance of a deed to a Lot or Home acknowledges that such Lot/Home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Plat, the title documents listed in the Owner's title commitment and title insurance policy, as well as further title documents described in this Declaration (collectively, the "Title Documents").

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Developer's plan of development for The Timbers at Everlands may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER 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 other than Developer, Developer, 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 Developer, 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 Home: (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 the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 11 day of April, 2023.

WITNESSES:

[Signature]  
Print Name: T.R. Beer  
[Signature]  
Print Name: Lucy Rivera

LENNAR HOMES, LLC, a Florida limited liability company

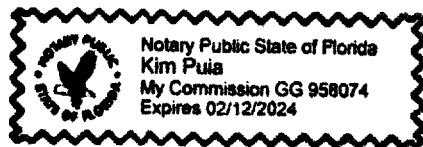
By: [Signature]  
Name: Michael Meyers  
Title: Vice President {SEAL}

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of April, 2023 by Michael Meyers as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the company.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: \_\_\_\_\_



JOINDER

THE TIMBERS AT EVERLANDS HOMEOWNERS ASSOCIATION, INC.

THE TIMBERS AT EVERLANDS HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Declaration for The Timbers at Everlands ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11 day of April, 2023.

WITNESSES:

THE TIMBERS AT EVERLANDS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Lucy Fiverson  
[Signature]  
Print Name: Chelsea Abreu

By: [Signature]  
Name: T.R. Beer  
Title: President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of April, 2023 by T.R. Beer as President of THE TIMBERS AT EVERLANDS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: \_\_\_\_\_



JOINDER

EVERLANDS MASTER ASSOCIATION, INC.

EVERLANDS MASTER ASSOCIATION, INC. ("Master Association") does hereby join in the Declaration for The Timbers at Everlands ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Master Association agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Master Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11 day of April, 2023.

WITNESSES:

EVERLANDS MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: T.R. Beer

[Signature]  
Print Name: John Arth

By: [Signature]  
Name: Gregory Pettibon  
Title: President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of April, 2023 by Gregory Pettibon as President of EVERLANDS MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Haley Mall



HALEY MALL  
Commission # HH 118673  
Expires April 19, 2026  
Bonded Thru Budget Notary Services

JOINDER AND CONSENT OF LANDOWNER

JOINDER

DRP FL 6, LLC, a Delaware limited liability company ("DRP") does hereby join in the Declaration for The Timbers at Everlands ("Declaration") to which this Joinder is attached, agrees to the submission of its interest in and to The Timbers at Everlands, including, without limitation, the real property legally described in Exhibit 1 attached to and made a part of this Declaration, to the covenants, conditions, restrictions, easements, reservations, regulations, charges, liens and other matters set forth in this Declaration and agrees to the Developer (i.e., Lennar) having all of the rights, benefits and privileges in favor of the Developer set forth set forth in the foregoing Declaration. DRP further agrees that the terms of the Declaration are and shall be binding upon DRP and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12 day of APRIL 2023.

WITNESSES:

DRP FL 6, LLC, a Delaware limited liability company

Print Name: STEPHEN T. LACY
Print Name: Sean Bohagan

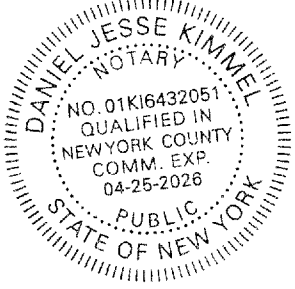
By: HARLIN HANOWAN
Name: HARLIN HANOWAN
Title: AUTHORIZED SIGNATORY (SEAL)

STATE OF NEW YORK )
COUNTY OF NEW YORK ) SS:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 12 day of APRIL, 2023, by HARLIN HANOWAN as AUTHORIZED SIGNATORY of DRP FL 6, LLC, a Delaware limited liability company. He/she is personally known to me or has produced as identification, on behalf of the company.

My commission expires: 04-25-2026

NOTARY PUBLIC, State of NEW YORK
Print Name: DANIEL JESSE KIMMEL



**EXHIBIT 1**

LEGAL DESCRIPTION

TIMBERS AT EVERLANDS

PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PACE DRIVE, (AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN  $N00^{\circ}42'46''E$ , ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, A DISTANCE OF 4024.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE  $N89^{\circ}45'59''E$ , ALONG SAID NORTH LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE  $N00^{\circ}44'56''E$ , CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1489.36 FEET TO THE SOUTHEAST CORNER OF SAID EMERSON DRIVE, (A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1390.00 FEET, A CENTRAL ANGLE OF  $11^{\circ}58'18''$ , A CHORD LENGTH OF 289.91 FEET AND A CHORD BEARING OF  $S84^{\circ}04'50''W$ ), A DISTANCE OF 290.44 FEET TO THE END OF SAID CURVE; THENCE  $S78^{\circ}05'41''W$ , CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF  $05^{\circ}23'59''$ , A CHORD LENGTH OF 155.45 FEET AND A CHORD BEARING OF  $S80^{\circ}47'41''W$ ), A DISTANCE OF 155.50 FEET TO THE NORTHEAST CORNER OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE  $S00^{\circ}40'06''W$ , ALONG THE EAST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 312.92 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE  $N89^{\circ}19'54''W$ , ALONG THE SOUTH LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 899.66 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE ALONG THE WEST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF  $08^{\circ}38'41''$ , A CHORD LENGTH OF 137.17 FEET AND A CHORD BEARING OF  $N03^{\circ}39'15''W$ ), A DISTANCE OF 137.30 FEET TO THE END OF SAID CURVE; 2) THENCE  $N00^{\circ}40'06''E$  A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF  $N45^{\circ}40'06''E$ ), A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE  $N89^{\circ}19'54''W$ , ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND A POINT ON THE BOUNDARY OF COMMERCIAL PARCELS C-13 THROUGH C-16, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A

CENTRAL ANGLE OF  $90^{\circ}00'00''$ , A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF  $S44^{\circ}19'54''E$ ) A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE; 2) THENCE  $S00^{\circ}40'06''W$  A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF  $07^{\circ}56'29''$ , A CHORD LENGTH OF 137.11 FEET AND A CHORD BEARING OF  $S03^{\circ}18'09''E$ ), A DISTANCE OF 137.22 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16; 4) THENCE  $N89^{\circ}19'54''W$  A DISTANCE OF 1052.38 FEET TO THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16 AND A NON-TANGENT INTERSECTION WITH THE CURVED EAST RIGHT-OF-WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY, (A 200.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 7491, PAGE 1713, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 8 (EIGHT) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2200.00 FEET, A CENTRAL ANGLE OF  $06^{\circ}09'07''$ , A CHORD LENGTH OF 236.01 FEET AND A CHORD BEARING OF  $S11^{\circ}13'05''W$ ), A DISTANCE OF 236.22 FEET TO THE A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF  $14^{\circ}17'39''$ , A CHORD LENGTH OF 671.85 FEET AND A CHORD BEARING OF  $S07^{\circ}08'50''W$ ), A DISTANCE OF 673.60 FEET TO THE END OF SAID CURVE; 3) THENCE  $S00^{\circ}00'00''E$  A DISTANCE OF 58.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 4500.00 FEET, A CENTRAL ANGLE OF  $17^{\circ}24'15''$ , A CHORD LENGTH OF 1361.68 FEET AND A CHORD BEARING OF  $S08^{\circ}42'08''E$ ), A DISTANCE OF 1366.93 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF  $18^{\circ}06'58''$ , A CHORD LENGTH OF 850.15 FEET AND A CHORD BEARING OF  $S08^{\circ}20'46''E$ ), A DISTANCE OF 853.70 FEET TO THE END OF SAID CURVE; 6) THENCE  $S00^{\circ}42'43''W$  A DISTANCE OF 893.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2697.00 FEET, A CENTRAL ANGLE OF  $14^{\circ}26'59''$ , A CHORD LENGTH OF 678.37 FEET AND A CHORD BEARING OF  $S07^{\circ}56'12''W$ ), A DISTANCE OF 680.17 FEET TO THE END OF SAID CURVE; 8) THENCE  $S15^{\circ}09'41''W$  A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF SAID PACE DRIVE AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE, THE FOLLOWING 6 (SIX) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF  $90^{\circ}02'36''$  A CHORD LENGTH OF 49.52 FEET AND A CHORD BEARING OF  $S29^{\circ}51'36''E$ ), A DISTANCE OF 55.00 FEET TO THE END OF SAID CURVE; 2) THENCE  $S74^{\circ}52'54''E$  A DISTANCE OF 221.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF  $27^{\circ}34'32''$ , A CHORD LENGTH OF 505.25 FEET AND A CHORD BEARING OF  $S88^{\circ}40'09''E$ ), A DISTANCE OF 510.16 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF  $32^{\circ}56'36''$ , A CHORD LENGTH OF 895.99 FEET AND A CHORD BEARING OF  $S85^{\circ}59'07''E$ ), A DISTANCE OF 908.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1462.49 FEET, A CENTRAL ANGLE OF  $20^{\circ}44'51''$ , A CHORD LENGTH OF 526.69 FEET AND A CHORD BEARING OF  $S79^{\circ}53'15''E$ ), A DISTANCE OF 529.58 FEET TO THE END OF SAID CURVE; 6) THENCE  $N89^{\circ}44'20''E$  A DISTANCE OF 298.01 FEET TO THE POINT OF BEGINNING. CONTAINING 291.11 ACRES, MORE OR LESS.

**EXHIBIT 2**

ARTICLES OF INCORPORATION