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***NOTE: THIS INSTRUMENT IS INTENDED TO AMEND AND RESTATE AND ENTIRELY REPLACE THE DOCUMENT RECORDED AS INSTRUMENT NUMBER 2023203394, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.**

**AMENDED AND RESTATED COMMUNITY DECLARATION
FOR
CRESSWIND DELAND**

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CRESSWIND DELAND
Amended and Restated Declaration

**AMENDED AND RESTATED COMMUNITY DECLARATION
FOR
CRESSWIND DELAND**

THIS AMENDED AND RESTATED COMMUNITY DECLARATION FOR CRESSWIND DELAND (this "**Declaration**") is made this 30th day of JANUARY, 2024, by KH CW DELAND, LLC, a Florida limited liability company (the "**Declarant**"), joined by CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

PREAMBLE

The real property located in Volusia County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**CRESSWIND DELAND**") is encumbered by that certain COMMUNITY DECLARATION FOR CRESSWIND DELAND recorded in the Official Records as Instrument Number 2023203394, of the Public Records of Volusia County, Florida (the "**Original Declaration**"). By this instrument the Declarant, joined by the Association, hereby wishes to amend, restate, and replace in its entirety the Original Declaration.

RECITALS

- A. The real property located in Volusia County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**CRESSWIND DELAND**"), was submitted to the Original Declaration.
- B. The Declarant hereby desires to amend and restate the Original Declaration so that the Original Declaration is null, void, and of no further force or effect, and simultaneously restated and replaced in its entirety with this Declaration.
- C. The Declarant hereby desires to subject CRESSWIND DELAND to the covenants, conditions, and restrictions contained in this Declaration.
- D. This Declaration is a covenant running with all of the land comprising CRESSWIND DELAND, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

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

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.
- 2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"Access Control System" shall mean any system intended to control access to CRESSWIND DELAND or any portion thereof. The Declarant shall be the sole judge of any Access Control System installed by Declarant, if any. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE DECLARANT AND THE ASSOCIATION 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 THE DECLARANT AND THE ASSOCIATION AND THEIR EMPLOYEES, AGENTS,

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MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

"Age-Qualified Occupant" shall mean a natural person who is fifty-five (55) years of age or older.

"ARC" shall mean the Architectural Review Committee for CRESSWIND DELAND established pursuant to Section 19.1 hereof.

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

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

"Association" shall mean CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

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

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

"City" shall mean the City of DeLand, Volusia County, Florida.

"Common Areas" shall mean any and all real property interests and personalty within CRESSWIND DELAND designated as Common Areas from time to time by the Declarant, by a Plat (as defined herein), by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners (as defined herein). The Common Areas may include, without limitation, the Recreational Facilities (as defined herein), any Mail Delivery Center(s) (as defined herein), the private roadways, the Access Control System, the Lake Common Area (as defined herein), the Dock (as defined herein), entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, private rights of way, irrigation facilities, sidewalks, street lights, fountains (if any), any community monitoring system, if any, and commonly used utility facilities. The Common Areas do not include any portion of the Facilities (as defined herein). NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE DISTRICT (AS DEFINED HEREIN) AND SHALL COMPRISE PART OF THE FACILITIES. DISTRICT FACILITIES SHALL NOT INCLUDE COMMON AREAS.

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

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

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

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"County" shall mean Volusia County, Florida.

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

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

"Declaration" shall mean this AMENDED AND RESTATED COMMUNITY DECLARATION FOR CRESSWIND DELAND, together with all amendments, supplements, and modifications thereof.

"Development Agreement" shall mean the PD Planned Development Agreement attached as Exhibit B to Ordinance 2020-19, which is recorded in the Volusia County Public Records at Book 7933, Page 3622.

"District" or **"CDD"** shall mean the CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, together with any additional community development districts (as defined in Chapter 190, Florida Statutes) or special districts (as defined in Chapter 189, Florida Statutes) that may service CRESSWIND DELAND or any portion thereof. Certain portions of CRESSWIND DELAND will be owned, controlled, and/or serviced by the CDD.

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

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

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

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

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

"Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations (as defined herein), the Community Standards, and any applicable Supplemental Declaration (as defined herein) all as amended from time to time.

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

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

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

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

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

"Lake" shall mean Lake Winnemissett, a portion of which shall include the Lake Common Area. THE LAKE SHALL BE ENJOYED BY OWNERS ON A NON-EXCLUSIVE BASIS IN COMMON WITH OTHER PERSONS WHO ARE NOT MEMBERS OF THE ASSOCIATION. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO THEIR LOT, ACKNOWLEDGES AND AGREES THE ASSOCIATION AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF THE LAKE BY NON-MEMBERS OF THE ASSOCIATION. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING ACTIVITIES ON THE LAKE. PERMITTED USERS (AS DEFINED HEREIN) ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM THE USE OF THE LAKE AND/OR THE DOCK. IT IS ANTICIPATED THE LAKE MAY BE USED BY NON-MEMBERS OF THE ASSOCIATION FOR RECREATIONAL ACTIVITIES THAT MAY RESULT IN BOAT TRAFFIC, NOISE, GATHERING OF CROWDS, AND OTHER ACTIVITIES IN CONNECTION WITH WATER-RELATED RECREATIONAL ACTIVITIES. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO THEIR LOT, ACKNOWLEDGES AND AGREES THAT SUCH ACTIVITIES ARE PERMITTED USES WITHIN THE LAKE BY NON-MEMBERS OF THE ASSOCIATION AND THAT SUCH ACTIVITIES SHALL NOT BE DEEMED TO CONSTITUTE A NUISANCE IN ANY MANNER.

"Lake Common Area" shall mean any portion of the Lake that shall be encumbered by this Declaration, now or in the future, and shall be owned by the Association.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) the Declarant and its affiliates, agents, or designees, to the extent the Declarant and/or its affiliates, agents, or designees finances the purchase of a 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 Home.

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

"Master Plan" shall mean collectively any full or partial concept plan for the development of CRESSWIND DELAND, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as

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set forth herein. The Master Plan is not a representation by the Declarant as to the development of CRESSWIND DELAND, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Occupy," "Occupies," or "Occupancy" unless otherwise specified in the Governing Documents, these terms shall mean staying overnight in a particular Home for at least ninety (90) total days in any consecutive twelve (12) month period. The term **"Occupant"** shall refer to any individual other than an Owner who Occupies a Home or is in possession of a Home, or any portion thereof, or building or structure thereon, whether as a Lessee or otherwise, other than on a merely transient basis.

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the private roadways, the Access Control System, the Recreational Facilities, the Lake Common Area, the Dock, and the Mail Delivery Center(s); all amounts payable by the Association under the terms of this Declaration; all costs and expenses of maintaining the Perimeter Walls/Fences (as defined herein); all costs and expenses of maintaining the Retaining Walls (as defined herein) located within the Common Areas; all costs of community lighting including up-lighting and entrance lighting (except as otherwise maintained and operated by the CDD); all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; all amounts payable in connection with any private street lighting agreement or other lighting agreement between the Association and a utility provider or Private Light Provider (as defined herein), if any; the costs of any maintenance of facilities pursuant to any separate maintenance agreement between the Association and the District (if and as applicable); amounts payable to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein) furnished to Owners, if any; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; costs of utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves (as defined herein). If any of the foregoing items identified as possible Operating Expenses are included as District Maintenance Special Assessments, the same shall not be included in Operating Expenses.

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

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

"Permit" shall collectively mean Permit No. 83053-3, issued by SJRWMD (as defined herein), a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

"Permitted User" individually shall mean an Owner, Occupant, and their respective guests and invitees, and **"Permitted Users"** shall collectively mean all of the foregoing.

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

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

"Qualified Occupant" shall mean any natural person (i) eighteen (18) years of age or older who Occupies a Home and was the original Occupant following purchase of the Home from the Declarant; or (ii) a natural person eighteen (18) years of age or older who Occupies a Home with an Age-Qualified Occupant.

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

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

"Rules and Regulations" shall mean the Rules and Regulations governing CRESSWIND DELAND as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of CRESSWIND DELAND from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Board shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable. To the extent authorized by the CDD, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations, whether they apply to the Common Areas or to the Facilities (as applicable).

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

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

"Stormwater Management System" or **"SMS"** means a system that is designed and constructed or implemented to control discharges that are necessary by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code (2023). The SMS includes those works authorized by SJRWMD pursuant to the Permit. The SMS will be part of the Facilities and will be maintained by the District.

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

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

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

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

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

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

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

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

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

3. Plan of Development.

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

3.2 Governing Documents. The Governing Documents create a general plan of development for CRESSWIND DELAND which may be supplemented by additional covenants, restrictions and easements applicable to any portion of CRESSWIND DELAND. Nothing in this Section shall preclude any Supplemental Declaration, any amendment, or other recorded covenants applicable to any portion of CRESSWIND DELAND from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners and to all Occupants, as well as their respective Lessees, family members, guests and invitees. Any Lease Agreement (as defined below) shall provide that the Lessee and all Occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Declaration, the Articles, the Bylaws, and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles, and the Bylaws, in that order, shall prevail.

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

3.4 Rentals. From time to time, the Declarant, its affiliates, and/or third party investors may market and/or sell Homes to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant, its affiliates, and/or third party investors may own Homes and may lease such Homes to Occupants, including, Lessees, that are not the record title owners of the Home. Consequently, Homes may be leased to or occupied by persons other than the record title owner of such Home. All Lease Agreements or other Occupancy agreements for Homes shall be subject to the Occupancy and Alienation Restrictions (as defined herein). Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that: (i) limit the total number of Homes that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.5 Restrictions Affecting Occupancy and Alienation. The covenants, conditions, and restrictions of this Declaration set forth in Section 27 (the "**Occupancy and Alienation Restrictions**") shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, any aggrieved Owner, and their respective legal representatives, heirs, successors, and assigns. In no event shall the Occupancy and Alienation Restrictions be revoked, modified, or amended for a period of thirty (30) years from the recording of this Declaration in the Public Records.

3.6 Development Agreement. CRESSWIND DELAND is subject to the Development Agreement. Each Owner, by acquiring title to a Lot, will be subject to the terms and conditions of the Development Agreement, as amended and supplemented from time to time. The Development Agreement contains various rules, regulations, and restrictions relating to the use of CRESSWIND DELAND (including Lots and Homes), including, but not limited to, restrictions regarding (i) irrigation, (ii) landscaping, (iii) Lake use, (iv) tree removal, (v) Recreational Facilities use restrictions, (vi) architectural restrictions, and (vii) reclaimed water restriction. The Association shall comply with all irrigation requirements and restrictions set forth in the Development Agreement, including, but not limited to, the use of reclaimed water only in the area located east of the western boundary of the power line easement as set forth in Exhibit B to the Development Agreement, and the use of a combination of wet stormwater ponds and irrigation wells in the area west of the western boundary of the power line easement as set forth in Exhibit B to the Development Agreement. By acceptance of a deed to a Lot, each Owner acknowledges and agrees to abide by all rules, regulations, and restrictions contained within the Development Agreement.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments to this Declaration must comply with Section 25.2 which benefits SJRWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations, as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by

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

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Community Standards and the Rules and Regulations may be amended with the approval of a majority of the Board.

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

5. Annexation and Withdrawal.

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

character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to CRESSWIND DELAND.

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

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

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

6. Dissolution.

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

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

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, with said covenants otherwise preserved, revitalized for successive terms and/or

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otherwise applicable in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, following the Community Completion Date, the members may terminate this Declaration by an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

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

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

7.3.1 Class A Members. Class A members shall be all Owners. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for CRESSWIND DELAND are conveyed to members other than the Declarant; provided, however, for purposes of establishing the date required for Turnover, the term "members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot or Parcel for the purpose of constructing Homes for resale;

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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2023).

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

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

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

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

9. Common Areas and Facilities.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall have the right to use and access the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. SOME COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREAS" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE FACILITIES OWNED BY THE DISTRICT. AS SUCH, COMMON AREAS ARE LIMITED TO THOSE COMMONLY SHARED IMPROVEMENTS THAT ARE NOT FACILITIES OWNED BY THE DISTRICT.

9.2 Construction of Common Areas and Facilities Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas and/or Facilities, as the Declarant determines in its sole discretion. Certain of the Common Area improvements are intended for recreational activities (collectively, the "Recreational Facilities"). The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements, 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. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including, without limitation, the Recreational Facilities. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant or its agents, assigns or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

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

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created by this Declaration, or a Supplemental Declaration or amendment to the Declaration, or in the form of easements, or conveyed to the Association by Quitclaim Deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant or any other permittee, of any permit required by a governmental agency in connection with the development of CRESSWIND DELAND, as modified and/or amended. The Association shall cooperate with the Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. Such obligations of the Association to cooperate with the Declarant and other permittees shall survive the Turnover. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of the Declarant and each Owner granting access to their respective Lots.

9.4.2 Common Area Reservations. The Common Areas shall be subject to the following provisions:

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

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use

such Common Areas for construction vehicles and equipment. These easements shall run in favor of the Declarant, 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 a perpetual, nonexclusive drainage easement over the SMS in favor of the District;

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

9.4.2.7 a reservation of right in favor of the Declarant to require the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair, and/or resurfacing of any paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, the private roadways, parking areas, pathways, bicycle paths, and sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete surfaces caused by the negligent or willful acts of Permitted Users utilizing CRESSWIND DELAND through or under an Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense.

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

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

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's 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. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Private Light Providers, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

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

9.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within CRESSWIND DELAND; and (v) design of any portion of CRESSWIND DELAND. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, the Association, the District, and their respective employees, directors, representatives, officers, agents, affiliates, shareholders, members, attorneys, and partners (collectively, the "**Indemnified Parties**") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or the Facilities, including for attorneys' fees, paraprofessional fees, and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or the Facilities, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE FACILITIES, COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND/OR FACILITIES MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS, AND FOXES. THE DECLARANT, THE DISTRICT, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR

NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND CRESSWIND DELAND.

9.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas or the Facilities, including, without limitation, use of the Common Areas or the Facilities by Permitted Users. Should any Permitted User bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Permitted User shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas or other portions of CRESSWIND DELAND. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas, Facilities, and other applicable portions of CRESSWIND DELAND shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any. To the extent authorized by the District, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations, whether they apply to the Common Areas or to the Facilities.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of CRESSWIND DELAND or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant and/or its agents, Contractors, and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within CRESSWIND DELAND, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of CRESSWIND DELAND), general office and construction operations within CRESSWIND DELAND; (iii) place, erect, or construct portable, temporary or accessory buildings or structures within CRESSWIND DELAND 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 CRESSWIND DELAND; (v) post, display, inscribe, or affix to the exterior of any portion of the Common Areas, Facilities, or any other portions of CRESSWIND DELAND, signs and other materials used in developing, constructing, selling, or promoting the sale of any portion of CRESSWIND DELAND including, without limitation, Lots, Parcels, and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to CRESSWIND DELAND by dredge or dragline, store fill within CRESSWIND DELAND and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, CRESSWIND DELAND and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising CRESSWIND DELAND.

9.10 Public Facilities. CRESSWIND DELAND may include one or more public facilities that may be dedicated to the County, the City, or the District. A lift station located within the boundaries of CRESSWIND DELAND may be dedicated to or installed by the City as part of the waste water treatment system. All roadways within CRESSWIND DELAND shall be private roadways maintained by the Association.

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

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

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

9.14 Recreational Facilities.

9.14.1 General Restrictions. Each Permitted User, and other persons entitled to use the Recreational Facilities, shall comply with the following general restrictions:

9.14.1.1 Minors. Minors are permitted to use the Recreational Facilities pursuant to the Rules and Regulations, as may be amended from time to time; provided, however, parents and/or guardians are responsible for the actions and safety of such minors and any damages caused by such minors. Owners are responsible for the actions of all Permitted Users associated with such Owner. The Association may adopt reasonable regulations and restrictions from time to time governing use of the Recreational Facilities, including, without limitation, requirements for adult supervision while using the Recreational Facilities.

9.14.1.2 Responsibility for Personal Property and Persons. Each Permitted User assumes sole responsibility for the health, safety, and welfare of such Permitted User, and the personal property of all of such Permitted User, and each such Permitted User shall not allow any damage to the Recreational Facilities or interfere with the rights of other such Permitted Users hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes

all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

9.14.1.3 Activities. Any Permitted User who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Permitted User shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Permitted User. No Permitted User may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason.

9.14.1.4 All incontinent individuals are required to wear swim diapers while using any community pool located within the Recreational Facilities, as applicable.

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

9.14.3 Indemnification. By the use of the Recreational Facilities, each such Permitted User agrees to indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by such Permitted User and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any insurance policies.

9.14.4 Attorneys' Fees. Should any Permitted User bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Permitted User 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.

9.14.5 Basis for Suspension. The rights of a Permitted User to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.14.5.1 such person is not a Permitted User;

9.14.5.2 the Permitted User or other person for whom an Owner is responsible violates one or more of the Association's Rules and Regulations;

9.14.5.3 a Permitted User has injured, harmed, or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed, or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, a Permitted User, or to the Association; or

9.14.5.4 an Owner fails to pay Assessments due.

9.14.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Permitted User's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Permitted User or prohibit a particular Permitted User from using a portion of the Recreational Facilities. No Owner or Lessee whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments

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shall continue to accrue and be payable as determined by the Board. Under no circumstance will any Permitted User be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of a Permitted User's rights to use the Recreational Facilities shall be imposed in accordance with Section 20.6 below.

9.14.7 Non-ADA Compliant Pool Disclosure. The community pool within CRESSWIND DELAND is a private residential community pool that is limited to the exclusive use of residents and their guests and is not required to comply with ADA Requirements for Accessible Pools for persons with mobility disabilities. Accordingly, there may be no ADA accessible means of entry to the community pool, including no pool lifts, no sloped entries, no transfer systems nor any other ADA compliant accessible means to the pool. By acceptance of a deed to a Lot, each Owner acknowledges and agrees that the Recreational Facilities, including the community pool, are not required to be compliant with the ADA Standards for Accessible Design.

9.14.8 Private Trail System. A trail system of multi-use paths may exist within CRESSWIND DELAND (the "**Trail System**"). Subject to the Title Documents, the Association shall maintain and landscape such Trail System within CRESSWIND DELAND, which costs shall be Operating Expenses of the Association. Each Permitted User, by use of, or occupancy within, any portion of CRESSWIND DELAND, acknowledges the foregoing notice and assumes all risks related to or arising out of the existence of the Trail System and/or the use of the Trail System. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH TRAIL SYSTEM. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO THEIR LOT, ACKNOWLEDGES AND AGREES THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF THE TRAILS. ANY PERSON USING SUCH TRAIL SYSTEM, AND EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH TRAIL SYSTEM.

9.14.9 Use of Recreational Facilities for Parties and Events. The Association shall have the right to impose conditions or restrictions in connection with the use of Recreational Facilities for events, parties, and gatherings hosted by an Owner and its Permitted Users. The Association shall also have the right to adopt and enforce conditions and restrictions regarding the number of guests that may be allowed to use the Recreational Facilities at any time. In the event an Owner or Lessee desires to utilize the Recreational Facilities for an event, party, or other gathering of five (5) or more guests or invitees (an "**Event**"), such Owner or Lessee must obtain written prior approval of the Association. The Association may, in its sole and absolute discretion, require such Owner and its Permitted Users to execute certain registration and/or release agreements or other documentation in connection with such Event, including, without limitation, a Facility Use and Hold Harmless Agreement, if applicable. Further, in advance of such Event, the Owner or Lessee shall remit to the Association a security deposit in the amount of Three Hundred and No/100 Dollars (\$300.00), or such other amount as determined by the Board from time to time, to cover expenses related to the clean-up, maintenance, and/or damage caused to the Recreational Facilities by the Owner or the Permitted Users. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner or Lessee upon conclusion of the Event after the Association receives confirmation there is no such clean-up, maintenance, or repair required. In the event the Owner or Lessee does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the collection of the deposit referred to herein from an Owner or Lessee shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner or Lessee the right to avoid any of the covenants, agreements, or obligations to be performed hereunder, including all restrictions with respect to parking and/or use of the Common Areas. Notwithstanding the foregoing or anything to the contrary herein, the Declarant has the right to use any portion of the Recreational Facilities in connection with its marketing activities, including, without limitation, holding promotional parties and outings, and using the Recreational Facilities for every other type of promotional or sales

activity that may be employed in the marketing of residential homes. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of the Declarant's use of the Recreational Facilities.

9.15 Access Control System. The Declarant may install a controlled access facility at one or more access points to CRESSWIND DELAND. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for CRESSWIND DELAND. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, the Declarant shall have the absolute right to determine how such Access Control Systems are operated, including the days and times that gates are open allowing public access to CRESSWIND DELAND. The Declarant hereby reserves for itself, and its Contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant prior to the Community Completion Date. If the Association attempts to restrict or control access into CRESSWIND DELAND through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. The foregoing rights of Declarant shall extend through Turnover and shall survive so long as Declarant owns any property within CRESSWIND DELAND. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE ASSOCIATION AND THE DECLARANT 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 OCCUPANT ACKNOWLEDGES THE ASSOCIATION AND THE DECLARANT, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

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

9.17 Dock and Lake Use Rights.

9.17.1 The Dock. The Declarant anticipates it will construct, as part of the Recreational Facilities, a shared dock and access facility (the "**Dock**") for pedestrian access to the Lake. The Lake and any such Dock will be part of the Common Area and will be maintained by the Association and the costs thereof shall be paid by Owners as part of the Operating Expenses. The Declarant shall be the sole judge of the composition of any Dock. The Dock may be used by Owners as the exclusive means of pedestrian ingress/egress to the Lake, for catch and release fishing from the Dock, and the limited launching of non-motorized watercrafts in the Lake, as further provided in the Conservation Easement (as defined herein). Swimming, diving, wading, and/or launching any motorized watercraft from the Dock or any portion of CRESSWIND DELAND is strictly prohibited. Only non-motorized watercrafts owned and/or leased and provided by the Association for use within the Lake ("**HOA Watercraft(s)**") may be used by Permitted Users within the Lake. Each Owner, by acceptance of a deed to their Lot, acknowledges that he/she may not use any non-motorized watercraft that is not owned and/or leased by the Association within the Lake. Permitted Users may fish from the Dock, in locations designated by the Board in its sole discretion, so long as (i) such

individuals do not cause a nuisance or create any unsafe or obnoxious condition on the Dock, as determined by the Board in the Board's sole discretion, (ii) only "catch and release" fishing is permitted, and fish may not be taken from the Lake, and (iii) such individuals clean up all fishing supplies and waste prior to leaving the Dock. Except for catch and release fishing from the Dock, no person shall intentionally feed, entice with food, or harass any alligators, birds, or any other animals within the Lake, Lake Common Area, surrounding areas, or any other portion of CRESSWIND DELAND. Access and use rights to the Dock and the HOA Watercrafts shall be limited to Permitted Users, except guests may have use rights in the Dock and HOA Watercrafts only so long as such guests are accompanied by an Owner or Occupant. The Association shall have the right to determine from time to time, in the Association's sole discretion, the manner in which the Dock and the HOA Watercrafts will be made available for use by Permitted Users and may adopt Rules and Regulations with respect to the Dock and the HOA Watercrafts. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to the Dock or HOA Watercraft, as applicable, caused by the negligent or willful acts of Permitted Users utilizing CRESSWIND DELAND through or under an Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By acceptance of a deed to a Lot, each Owner acknowledges and agrees that it shall use the Lake and the Dock in accordance with all applicable laws, the Conservation Easement, Rules and Regulations, and the provisions of this Section 9.17. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE DECLARANT IS NOT OBLIGATED TO, NOR HAS IT REPRESENTED THAT IT WILL, CONSTRUCT THE DOCK OR PROVIDE ANY HOA WATERCRAFT. THE DECLARANT IS THE SOLE JUDGE OF THE DOCK CONSTRUCTED BY THE DECLARANT, INCLUDING THE DESIGN, LOCATION, AND SIZE OF THE DOCK OR ANY MODIFICATIONS TO SAME.

9.17.2 Lake Access and Use Rights. Owners shall be permitted to use the Dock for accessing the Lake, subject to the terms of this Section 9.17, the Conservation Easement, and all other applicable Rules and Regulations. Swimming and wading in the Lake is strictly prohibited. Owners shall not loiter near the shoreline of the Lake and shall not be permitted to access the Lake through any other means except for the Dock. Launching motorized watercraft from the Dock or any other portion of CRESSWIND DELAND is prohibited. The Association shall have the right to determine from time to time, the manner in which the Lake will be made available for use by Permitted Users. Prior to Turnover, the Declarant reserves the absolute right to remove, add to, modify and change the facilities and improvements that provide access to the Lake.

9.17.3 Indemnification of the Declarant and the Association; Assumption of Risk. By acceptance of a deed to a Lot and/or by the use of the Dock and/or the Lake, each Permitted User agrees to indemnify and hold harmless the Indemnified Parties against all Losses whatsoever 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 use of the Lake and the Dock by such Permitted User and/or from any act or omission of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies. Without limiting any other provision herein, each Permitted User accepts and assumes all risk and responsibility for liability, injury, or damage connected with use of any portion of the Lake and/or the Dock. All persons using the Lake and the Dock do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE LAKE, AND AREAS IN THE VICINITY OF THE LAKE, MAY CONTAIN NATURAL CONDITIONS OR WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS, AND FOXES. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH NATURAL CONDITIONS OR WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH NATURAL CONDITIONS OR WILDLIFE. PERMITTED USERS ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.17.4 Lake Access Rights for the Declarant, the District, and the Association. The Declarant, the District, and the Association, as applicable, together with their respective authorized agents, employees, consultants, Contractors, and subcontractors, shall have the unfettered right

to use the Dock to access and enter the Lake for the purpose of constructing and maintaining the Dock, inspecting and maintaining the Lake's shoreline and the Lake Common Areas, and ensuring compliance with the terms of this Declaration, the Conservation Easement, and the requirements of any governmental agencies having jurisdiction. The Declarant reserves an easement for itself, and on behalf of the Association and the District, for unfettered ingress and egress to and from the Lake and the Dock so that the Declarant, the District, and the Association, as applicable, together with their respective authorized agents, employees, consultants, Contractors, and subcontractors, may perform all construction, maintenance, and inspections deemed necessary or convenient by the Association and/or the District, as applicable. The Declarant's, the District's, and the Association's rights under this Section shall include the right to access the Lake, as the Declarant, the District, and the Association may determine in their sole and absolute discretion. The Lake Common Area shall be a part of the Common Area and will be owned and maintained by the Association and the costs thereof shall be paid by Owners as part of the Operating Expenses.

9.17.5 Rules and Regulations. Prior to Turnover, the Declarant, and thereafter the Association, shall have the right to adopt Rules and Regulations governing the use of the HOA Watercraft, the Lake Common Area, and the Dock. The HOA Watercraft, the Lake Common Area, and the Dock shall be used in accordance with the Declaration, the Rules and Regulations promulgated hereunder, and all laws, applicable permits, and ordinances.

9.17.6 Prohibited Uses. Notwithstanding anything to the contrary contained herein, no Permitted User shall cause any nuisance, or any noxious, destructive, illegal, or offensive activities to occur in, on, or over the Lake. No Permitted User shall cause any dumping or placement of waste, trash, fill, or rubbish within the Lake. Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that Permitted Users shall not be authorized to use or access the Lake for any purpose other than use of the Dock, use of HOA Watercraft, and "catch and release" fishing from the Dock, as further provided herein and in the Conservation Easement.

9.18 Mail Delivery Centers. Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Delivery Centers**"). The Declarant, in its sole discretion, may install one or more Mail Delivery Centers within CRESSWIND DELAND and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant. Mail Delivery Centers, if any, shall be maintained by the Association in accordance with the requirements of the United States Postal Service and any other applicable governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Delivery Centers shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners.

10. Maintenance by the Association.

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

10.2 Landscape Maintenance and Irrigation. The Association shall be responsible for maintaining the landscaped areas within each Lot and the right-of-way located adjacent to each Lot in accordance with the following terms:

10.2.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot and the right-of-way immediately adjacent to such Lot only to the extent provided in this Section. The Association's landscape maintenance responsibilities include mowing, edging, mulching, trimming of trees and shrubs, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such

intervals as the Board may decide in its sole and absolute discretion. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance shall constitute a part of the Operating Expenses. In the event any landscaping, including, without limitation, grass, shrubs, or trees, become dead or badly damaged, the Association shall have no responsibility for the replanting, repair, and/or replacement of such landscaping. The Owner of each Lot shall be responsible for any such replanting, repair, or replacement of landscaping, including, without limitation, grass, shrubs, or trees, in the event such landscaping becomes dead or badly damaged. Further, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot or right-of-way adjacent to such Lot damaged by an Owner or such Owner's Permitted User, and the Owner of such Lot shall be responsible for any such repair and replacement of the landscaped areas. In the event landscaped areas are not repaired and/or replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and/or replace such landscaped areas on behalf of the Owner, and the Association may replace such landscaped areas with plant varieties determined by the Association in its sole discretion. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

10.2.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section 10.2 if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Landscape Restrictions. The Association shall comply with all landscape restrictions set forth in the Development Agreement, including, but not limited to, fertilizer restrictions and requirements. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping restrictions and requirements shall constitute a part of the Operating Expenses and each Owner of a Lot shall pay an equal share of such costs.

10.2.4 Modification of Landscaping. In the event an Owner modifies the landscaping (or allows the modification of such landscaping) as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Installment Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ARC. In no event shall any landscaping modified by an Owner impede access or otherwise interfere with the routine landscape maintenance provided by the Association in accordance with this Declaration

10.2.5 Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping, or valves that comprise the irrigation system of the Lots, except in the case of damage due to the negligence or willful acts of Permitted Users. The cost associated with any such maintenance, repair, and replacement of the irrigation facilities shall constitute a part of the Operating Expenses for which Assessments shall be levied, except in the case of costs for repair and replacement of damage due to the negligence or willful acts of Permitted Users, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SJRWMD, and/or the County or City regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to

maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN CRESSWIND DELAND. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES AND IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.3 Roadways. All roadways within CRESSWIND DELAND shall be private roadways and shall be owned and maintained by the Association. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair, and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including private roadways. All costs associated with maintenance, repair, replacement, and insurance of private roadways within CRESSWIND DELAND shall be part of the Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

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

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

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

10.7 Master Metered Irrigation Water Usage. The costs associated with irrigation water usage for all Lots and Common Areas shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN CRESSWIND DELAND MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN CRESSWIND DELAND. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.8 Right-of-Way. Subject to the maintenance obligations of Owners set forth in Section 11 below, the Association shall be responsible for the costs, charges, and expenses incurred in connection with maintenance of (i) the community sidewalk, irrigation facilities, trees, and landscaping located in any right-of-way adjacent to any Common Areas, and (ii) the irrigation facilities, trees, and landscaping located in any right-of-way adjacent to any Lot; provided, however, the Association shall have no obligation to replace any such trees or landscaping. The Owner of each Lot shall be responsible for any such replanting, repair, or replacement of landscaping, including, without limitation, grass, shrubs, or trees, located within the right-of-way adjacent to his/her Lot, in the event such landscaping becomes dead or badly damaged. The cost associated with any such maintenance of the right-of-way by the Association shall be deemed part of the Operating Expenses and each Owner shall pay an equal share of such costs. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk, irrigation facilities, trees, landscaping, or other improvements located in the private right-of-way caused by the negligent or willful acts of an Permitted Users utilizing the Common Areas or any portion of CRESSWIND DELAND through or under an Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense.

10.9 Perimeter Walls/Fences. The Declarant may install perimeter walls or fences within CRESSWIND DELAND (the "**Perimeter Walls/Fences**"), which Perimeter Walls/Fences may be located on Lots, the Facilities, and/or Common Areas. The Association at all times shall have the exclusive right to maintain, repair, and/or replace any Perimeter Walls/Fences located within the Common Areas. The Association shall perform any such maintenance, repairs, or replacement of the Perimeter Walls/Fences located within the Common Areas at the Board's sole discretion. The costs of such maintenance, repairs, or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement, or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct any such Perimeter Walls/Fences.

10.10 Retaining Walls. The Declarant may construct retaining walls within CRESSWIND DELAND (the "**Retaining Walls**"). Any reference to Retaining Walls herein shall include, but may not be limited to, the wall, stem, base slab, tie backs, deadman anchors, counterforts, and any other associated supporting structures for such retaining walls. Retaining Walls located within Common Areas shall be maintained by the Association. The Association shall perform any such maintenance, repairs, or replacement of the Retaining Walls at the Board's sole discretion. The costs of such maintenance, repairs or replacement of any Retaining Walls within Common Areas shall be Operating Expenses. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct any such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING WITHOUT LIMITATION FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN FOUR FEET (4') FROM ANY RETAINING WALL.

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

10.12 Additional Obligations of the Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure, and/or repair certain

improvements or share certain facilities within CRESSWIND DELAND or adjacent to the boundaries of CRESSWIND DELAND, as set forth in (i) that certain Easement Agreement, recorded as Instrument Number 2021302572, in the Public Records, which includes, but is not limited to, certain third party access, signage, and construction easement rights within portions of CRESSWIND DELAND, (ii) that certain Declaration of Perpetual Conservation Easement and Restrictive Covenants, recorded in Official Records Book 8174, Page 156, in the Public Records (the "**Conservation Easement**"), which includes, but is not limited to, certain development restrictions within the "**Lake Shore**" (as defined within the Conservation Easement), tree maintenance and removal restrictions within the Lake Shore, and various use restrictions regarding access to, and use of, the Lake, (iii) the Development Agreement, which includes, but is not limited to, various use restrictions, irrigation requirements, landscaping requirements, restrictions regarding use of the Lake, Dock, and HOA Watercraft, and Recreational Facilities restrictions, and (iv) the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that CRESSWIND DELAND, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting CRESSWIND DELAND, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN IMPROVEMENTS, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. **Maintenance by Owners.** All Lots and Homes, including, without limitation, all improvements, lawns, landscaping, irrigation facilities, driveways, walkways, sidewalks, and structural components not maintained by the Association or the District (as applicable), shall be well maintained and kept in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance of CRESSWIND DELAND by the record title owner of the applicable Lot. No tree installed by the Declarant on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing CRESSWIND DELAND. If any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ARC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner. Without limitation of the foregoing, each record title owner of a Lot is specifically responsible for maintaining all paved surfaces within any portion of a Lot and the right-of-way located immediately adjacent to such Lot.

11.1 **Right of the Association to Enforce.** The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action.

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

and/or repairing the SMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ARC.

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

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

11.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely maintain, including pressure washing/soft washing, repair, and/or replace the driveways, walkways, sidewalks, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot or located within any right-of-way adjacent to such Owner's Lot. In the event the County, the City, or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot or the right-of-way adjacent to such Owner's Lot for the installation, repair, replacement, or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance and/or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such any sidewalk, driveway, or walkway caused by the negligent or willful acts of any Permitted Users utilizing CRESSWIND DELAND through or under an Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

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

11.7 Pressure Washing/Soft Washing. Each Owner, at their sole cost and expense, shall be responsible for pressure washing/soft washing the driveways, sidewalks, walkways, roofs, and the exterior portions of such Owner's Home, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ARC to the Owner of the applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

11.8 Right-of-Way. Each Owner is required to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including, without limitation, concrete or brick pavers, and other paved and concrete surfaces located within the right-of-way adjacent to their Lot. No tree installed by the Declarant within the right-of-way shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing CRESSWIND DELAND. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ARC.

11.9 Water Mains and Improvements within Lots. In the event the County, the City, or any of their respective subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot or the right-of-way immediately adjacent to such Lot in connection with the County's or the City's operation, maintenance, or repair of any water line or sanitary sewer line or other maintenance conducted by the County or the City, if applicable, then the Owner of the Lot upon which such improvements are located or adjacent to such right-of-way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvement at such Owner's expense, if such expenses are not paid for by the County or the City. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and/or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.10 Perimeter Walls/Fences. Each Owner shall be responsible at such Owner's expense for the maintenance, routine cleaning, repair, and replacement of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences. In the event any Perimeter Walls/Fences, or portion thereof, located on a Lot is not properly maintained, repaired, and/or replaced by the Owner of the Lot, the Association may, but shall not be obligated to, maintain, repair, or replace such Perimeter Walls/Fences, or portion thereof, on behalf of the Owner, and the costs and expenses of such repairs plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

11.11 Retaining Walls. Structural maintenance, repairs, and day-to-day maintenance and cleaning of Retaining Walls located within Lots shall be the responsibility of the Owner of the Lot that includes the Retaining Wall. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING WITHOUT LIMITATION FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN FOUR FEET (4') FROM ANY RETAINING WALL.

12. Use Restrictions. The following use restrictions shall apply to all Lots, except for any Lots owned by the Declarant; provided, however, a Supplemental Declaration may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Each Owner must comply with the following:

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

12.2 Animals. No animals of any kind shall be raised, bred, or kept within CRESSWIND DELAND for commercial purposes. No swine, poultry, or other livestock of any kind may be kept in and/or on any Lot and/or Home or brought into CRESSWIND DELAND by a Permitted User. Owners may keep domestic pets as permitted by County or City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. Pets permitted by this Section may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas or Facilities, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas or Facilities any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary contained herein, service animals shall not be governed by the restrictions contained in this Section, and all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARC.

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

12.4.1 Parking. Except as otherwise expressly provided herein with respect to Government Vehicles (as defined below), Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of CRESSWIND DELAND except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area or Facilities, including the private roadways, except in designated parking areas, if any. The Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking on Common Areas. To the extent CRESSWIND DELAND has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in CRESSWIND DELAND except during the period of delivery of goods or during the provision of services. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to law enforcement vehicles or vehicles issued by a governmental entity, so long as such vehicles are used for normal transportation and there are no ladders, racks, and hooks or such other commercial equipment attached to such vehicles ("Government Vehicles"). Roadways within CRESSWIND DELAND shall be private roadways and shall be maintained or regulated by the Association.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within CRESSWIND DELAND for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within CRESSWIND DELAND, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within CRESSWIND DELAND except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles with missing or expired tags or registrations shall remain within CRESSWIND DELAND except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within CRESSWIND DELAND. For any Owner who drives a Government Vehicle, such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no ATV or mini motorcycle may be parked or stored within CRESSWIND DELAND, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, development, or repair by the Declarant or its agents, subcontractors, suppliers, or consultants.

12.4.4 Towing. Subject to applicable laws and ordinances, and subject to the terms and conditions of this Section, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association and/or the District at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Lot irrevocably grants the Association and the District and their designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association, the District, nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Lot, the Owner provides to the Association and the District (as applicable) the irrevocable right to tow or remove vehicles parked on the Owner's Lot, the Facilities, or the Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. IN NO EVENT SHALL THE ASSOCIATION BE OBLIGATED TO OR RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN CRESSWIND DELAND.

12.4.5 Golf Carts. Golf carts, which are motor vehicles designed for recreational purposes and not capable of speeds in excess of twenty (20) miles per hour, may be operated within streets and roadways within CRESSWIND DELAND so long as such golf carts are permitted by applicable laws, rules, regulations, codes, and ordinances. Golf carts are prohibited within the sidewalks, walkways and trails within CRESSWIND DELAND, except in such areas designated by the Association or the District (as applicable) for use of such golf carts, if any. The Board shall have the right to prohibit or restrict golf carts within certain areas of CRESSWIND DELAND. Golf carts shall only be operated in compliance with Chapter 316, Florida Statutes. Golf carts shall only be

operated by a person who is either (i) under eighteen (18) years of age and possesses a valid learner's driver license or valid driver license, or (ii) eighteen (18) years of age or older and possesses a valid form of government-issued photographic identification, pursuant to Chapter 316.212(7), Florida Statutes (2023). All occupants of a golf cart must have a designated seat, and no person shall ride on the back of the golf cart or stand on the golf cart. All golf carts must be equipped with efficient brakes, steering apparatus, safe tires, rearview mirror, headlights, rear lights, brake lights, turn signals, and red reflective warning devices on both the front and rear of the golf cart. All golf cart drivers shall comply with all traffic laws, including stopping at stop signs and using appropriate directional signals and yielding to car traffic. Golf carts may not be stored or parked in any driveway overnight, rather they must be within an enclosed garage. All golf cart owners shall register the golf cart with the Association. The Association may require proof of insurance and display a registration sticker on the applicable golf cart. The Association reserves the right to revoke golf cart privileges with respect to any Owner, Occupant, or other person who violates the foregoing restrictions or requirements. Low Speed Vehicles, as defined in Section 320.01, Florida Statutes, are prohibited from use in CRESSWIND DELAND.

By acceptance of a deed to a Lot each Owner acknowledges the Declarant, the District, and the Association shall have no responsibility or liability to such Permitted Users, because of any damage or injury caused to such Owner, his or her family, guests, invitees, licensees, employees, and agents, or to property of Owner, his or her family, guests, invitees, licensees, employers, and agents from the use of golf carts within CRESSWIND DELAND. By acceptance of a deed to a Lot, each Owner waives any and all claims or causes of action which he or she, his or her family, guests, invitees, licensees, employees, or agents may have against the Declarant, the Association, and the District arising out of such personal injury or property damage. By acceptance of said deed to a Lot, each Owner acknowledges that it understands and appreciates the nature of all risks both apparent and latent associated with living within CRESSWIND DELAND as it relates to the use of golf carts and expressly assumes the risks of personal injury or property damage that may occur in connection with such risks.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home or Lot, sale or re-sale of other property owned by the Declarant, and administrative offices of the Declarant, no commercial or business activity shall be conducted within CRESSWIND DELAND, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, 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 CRESSWIND DELAND. No solicitors of a commercial nature shall be allowed within CRESSWIND DELAND without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of this Declaration.

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

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

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

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of CRESSWIND DELAND without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and other holiday decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ARC may establish standards for holiday lights and decorations at its sole discretion. The ARC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through CRESSWIND DELAND). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2023), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

12.11 Development Agreement Restrictions. The Declarant, the Association, the District, and each Owner must comply with the architectural, design, and maintenance requirements and restrictions set forth in the Development Agreement, including, but not limited to, restrictions regarding (i) minimum setbacks for pools, pool enclosures, patios, and fences; (ii) parking and driveways; (iii) design and architecture of adjacent Lots; (iv) landscaping; (v) irrigation; (vi) tree removal; (vii) sewage disposal, potable water, and reclaimed water; and (viii) stormwater drainage. Except as otherwise provided herein, all costs and expenses pertaining to such architectural, design, and maintenance requirements and restrictions shall constitute a part of the Operating Expenses and each Owner of a Lot shall pay an equal share of such costs.

12.12 Disputes as to Use. If there is any dispute as to whether the use of any portion of CRESSWIND DELAND complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.13 Drainage System. Drainage Improvements (as defined herein) may be part of the Facilities, the Common Areas, and/or Lots. After Drainage Improvements are installed by the Declarant, the CDD, or their respective agents and/or designees, the maintenance of Drainage Improvements (including those within the boundary of a Lot) shall be the responsibility of the District; however, the District shall have no responsibility for landscaping maintenance within Common Areas or Lots, and the Association and/or the Owner of any such Lot shall be responsible for the landscaping, repair, replacement, and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot in accordance with this Declaration. Notwithstanding anything contained in this Declaration to the contrary, the Association may enter into or otherwise be subject to a separate agreement with the District pursuant to which the Association may have obligations for maintenance and/or regulation of certain other Drainage Improvements or components thereof. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ARC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SMS or change the direction or flow of water in accordance with the SMS, for

any part thereof, or for any Lot as shown on the approved drainage plans on file with the City, the County, SJRWMD or other governing body having jurisdiction over CRESSWIND DELAND. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.14 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) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association nor the Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.15 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ARC, except for walls or fences installed by the Declarant. No fences shall be greater than six feet (6') in height, except for fences in the CRESSWIND DELAND perimeter landscape buffer, as set forth in the Development Agreement. Except as installed by Declarant, no chain link fencing of any kind shall be allowed except for a black vinyl-coated chain link fence in the CRESSWIND DELAND perimeter landscape buffer and a black vinyl chain link fence surrounding City-owned lift stations, in accordance with the Development Agreement. As set forth in the Development Agreement, open style fencing is permitted along the rear boundary of a Lot provided the Lot does not share a common rear boundary with another Lot. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Any fence approved in writing by the ARC shall be maintained by the record title owner of the Lot in accordance with this Declaration and the Community Standards. Due to the District's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ARC. However, in the event a fence is installed within a drainage easement area, with prior written ARC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof.

12.16 Fuel Storage. No fuel storage shall be permitted within CRESSWIND DELAND, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, generators, or similar devices.

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

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

12.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARC, shall match the color or trim of a Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine

otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

12.20 Irrigation; Reclaimed Water; Well Water. Due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals. EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES, AND EACH OWNER SHALL COMPLY WITH ALL REQUIREMENTS AND/OR CONDITIONS OF ANY WATER USE AGREEMENT WITH THE CITY AND/OR THE ASSOCIATION, IF AND AS APPLICABLE.

12.21 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2023), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ARC and in accordance with the Community Standards.

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

12.23 Leases. Homes may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than twelve (12) months. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. 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. All Lease Agreements or other Occupancy agreements for Homes shall be subject to the Occupancy and Alienation Restrictions.

12.24 Mailboxes and Lampposts. No mailbox shall be installed by an Owner within CRESSWIND DELAND. No lamppost shall be installed on any Lot without prior written consent of the ARC. The ARC shall have the right to require that all lampposts shall be of one particular type or design specified by the ARC.

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

12.26 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 CRESSWIND DELAND, as determined by the Board in its sole discretion, is permitted. No firearms shall be discharged within CRESSWIND DELAND. Nothing shall be done or kept within the Common Areas or any other portion of CRESSWIND DELAND, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

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

12.28 Paint. The exterior of Homes shall be repainted by the Owner of the applicable Lot within forty-five (45) days of notice by the ARC and/or the Board to the Owner of the applicable Lot.

12.29 Personal Property; Patio and Lawn Furniture. All personal property of Owners or other Occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of CRESSWIND DELAND, which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ARC. The ARC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ARC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ARC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

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

12.31 Roofs, Driveways and Pressure Washing/Soft Washing. Roofs, exterior surfaces and/or pavement, including, but not limited to, walkways and driveways, shall be pressure cleaned by the Owner of the Lot within thirty (30) days of notice by the Board or the ARC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be in compliance with the Community Standards.

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

12.33 Screened Enclosures and Decks/Patios/Lanais. Except as otherwise installed by the Declarant, all screening and screened enclosures shall have the prior written approval of the ARC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and shall comply with the Community Standards. All decks, patios, and lanais shall have the prior written approval of the ARC and shall be in compliance with the Community Standards.

12.34 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of CRESSWIND DELAND, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner up to two (2) of the following, portable, removable flags: (i) the United States flag, (ii) the official flag of the State of Florida, (iii) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, (iv) a POW-MIA flag, or (v) a "first responder flag" as defined in Section 720.304, Florida Statutes (2023). Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6').

Each Owner may erect one (1) freestanding ground-level flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot as long as the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display in a respectful manner from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag, or a "first responder flag" as defined in Section 720.304, Florida Statutes (2023). Such additional flag must be equal in size to or smaller than the United States flag and must be in accordance with Section 720.304, Florida Statutes (2023). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County and/or the City, and all setback and location criteria contained in this Declaration and in the Community Standards. Notwithstanding the foregoing or anything contained herein to the contrary, stickers or signage, not to exceed two inches (2") by six inches (6") advising of medical needs or other similar special needs of occupants (such as oxygen in use) are permitted in the nearest lower corner of the window near front and back entrance of the Home with the prior written approval of the ARC.

The Declarant and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within CRESSWIND DELAND such signs and flags as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions and restrictions on signs and flags displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.35 Social Media. The Association and/or the District may create an official social media page, forum, or website for CRESSWIND DELAND. If created by the Association and/or the District, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may

be used as a communication instrument by and for the Association and/or the District, as applicable. The Association and/or the District, as applicable, shall have the right to impose conditions or standards in connection with the use of any social media page(s) for CRESSWIND DELAND and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for CRESSWIND DELAND agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant, the District, or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with CRESSWIND DELAND, the Declarant, the ARC, the District, or the Association, and such Owner shall report all such issues directly to the Association, the District, and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager is responsible for monitoring any social media page(s) for CRESSWIND DELAND. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

12.36 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of CRESSWIND DELAND without prior written consent of the ARC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ARC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.37 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ARC, 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 all roadways in a manner approved by the ARC.

12.38 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and thereafter, by the Association. No Owner 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 CRESSWIND DELAND, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.39 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of CRESSWIND DELAND or within any Home or Lot, 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 ARC.

12.40 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ARC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ARC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and

convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.41 Swimming, Fishing and Boating. Swimming is prohibited within any of the retention/detention areas or water bodies within the boundaries of CRESSWIND DELAND. Motorized boating and motorized personal watercraft (e.g., water skis) are prohibited; however, non-motorized boating shall be permitted within the Lake, subject to the terms and conditions of Section 9.17 herein and the Conservation Easement. The Dock may only be used by the Declarant and Permitted Users as the only means of pedestrian ingress/egress to the Lake and for the use of HOA Watercraft in the Lake, pursuant to Section 9.17 herein and the Conservation Easement. Owners may only access the Lake for purposes of "catch and release" fishing and operation of HOA Watercraft through the Dock, subject to all Rules and Regulations imposed by the Association and the Conservation Easement. No private docks may be erected within the Lake, any retention/detention areas, and/or any other water bodies.

12.42 Swimming Pools and Spas. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ARC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ARC; (iii) pool enclosures must be of a design, color and material approved by the ARC and shall be no higher than twelve feet (12') unless otherwise approved by the ARC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ARC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant, no diving boards, slides, or platforms shall be permitted without the ARC's approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the roadways, or into any retention/detention areas within CRESSWIND DELAND or adjoining properties. No above-ground pools shall be permitted on any Lot.

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

12.44 Use of Homes. Each Home is restricted to residential use by Permitted Users.

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

12.46 Wells and Septic Tanks. No septic tanks will be permitted on any Lot. No wells of any kind shall be permitted on any Lot, except as set forth in the Development Agreement.

12.47 Wetlands and Mitigation Areas. If the Facilities or Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ARC approval and approval from any governmental agencies having jurisdiction. To the extent not maintained by the District, such areas are to be maintained by the Association in their natural state.

12.48 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without the prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

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

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas or Facilities by reason of original construction by the Declarant, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems, or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas or Facilities. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance.

14.1 Common Areas.

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

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

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

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

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

14.2 Homes.

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

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the Lot as required by the ARC ("**Required Demolition**"), subject to applicable law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds for such Home, and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date such Required Demolition is completed, or such longer period of time established by the Board in its sole and absolute discretion. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of CRESSWIND DELAND.

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition or such other reconstruction or repair as herein provided, then the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition or such other reconstruction or repair. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot

be rebuilt or repaired. The Board may levy an Individual Assessment against the affected Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

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

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

14.4 Fidelity Bonds. Unless waived by membership vote, the Association shall procure a blanket fidelity bond in accordance with Section 720.3033(5), Florida Statutes (2023), for all officers, directors, trustees, and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. The amount of the fidelity bond shall be in accordance with Section 720.3033(5), Florida Statutes (2023), as determined by the Board in its reasonable business judgment.

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

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

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

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

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

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

15. Property Rights.

15.1 Easement of Enjoyment. Every Permitted User, and every owner of an interest in CRESSWIND DELAND, shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

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

15.1.3 The right of the Association to suspend a Permitted User's rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2023);

15.1.4 The right of the Association to suspend a Permitted User's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessments or District Maintenance Special Assessments levied against the respective Owner remains unpaid;

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

15.1.6 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

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

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

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

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

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for the District, and their respective nominees, affiliates, and designees over, upon, across, and under CRESSWIND DELAND as may be required in connection with the

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development of CRESSWIND DELAND, and/or other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction, and sale and/or leasing of Lots, Homes, or any portion of CRESSWIND DELAND, and/or other lands designated by the Declarant. Further, Declarant reserves an easement for itself and its nominees, affiliates, and assigns over, upon, across, and under CRESSWIND DELAND, including all Lots, Facilities, and Common Areas, as may be necessary or desirable in connection with performing any construction, maintenance, or other development for purposes of obtaining any bond release, approval or other deposit or as required by the County or the City. Without limiting the foregoing, the Declarant specifically reserves for itself and its affiliates, Contractors, designees, subcontractors, suppliers, and consultants, the right to use all paved roads and rights of way within CRESSWIND DELAND for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges construction vehicles and trucks may use portions of the Common Areas and Facilities. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas or Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or Facilities, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses or as part of the District Maintenance Special Assessments, as applicable. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association or the District on account of the Declarant's use of the Common Areas or Facilities. The Declarant intends to use the Common Areas and Facilities for sales of Lots and Homes. Further, the Declarant and its affiliates may market other residences and properties located outside of CRESSWIND DELAND from the Declarant's sales facilities located within CRESSWIND DELAND. The Declarant has the right to use all portions of the Common Areas and Facilities in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of their use of the Common Areas or Facilities. The easements created by this Section, and the other rights reserved herein in favor of the Declarant, shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration. At no time shall the Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4 Public Easements. Fire, police, school transportation, health, sanitation, and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the paved surfaces that are part of the Common Areas and Facilities. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within CRESSWIND DELAND. Furthermore, Private Light Providers, if any, shall also have the right to use all paved roadways for ingress and egress to and from any street lights and any related equipment or facilities located within CRESSWIND DELAND.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of use and enjoyment to the Common Areas and Facilities to the 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.

15.6 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.

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

granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across CRESSWIND DELAND (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of the Common Areas, the Facilities, Retaining Walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, deadman anchors, and other similar facilities.

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

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

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

15.12 Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents, or other Agreements (collectively, the "Utility Easements"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant within the Utility Easement(s). Unless otherwise approved by the Declarant in accordance with Section 19.18 of this Declaration, no fences shall be erected or installed within the Utility Easements without the prior written consent of the ARC, except for fences installed by the Declarant. In the event a fence is installed within any Utility Easement, with prior written ARC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811,

so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes (2023).

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

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

16. Cresswind DeLand Community Development District.

16.1 Generally. Portions of CRESSWIND DELAND may be owned by the CDD, such as the retention/detention areas, open space areas, perimeter buffers, the SMS, Wetland Conservation Areas, signage, landscaped areas, drainage systems, utilities, or any other improvements owned by the CDD. In the event that any portions of CRESSWIND DELAND are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**Facilities**"). EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA. Notwithstanding the foregoing, the Association may incur additional maintenance responsibilities and/or costs related to the Facilities pursuant to any separate maintenance agreement between the Association and the District (if and as applicable).

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

16.3 CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, County, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Volusia County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report and related annual assessment rolls. District

Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are secured by a lien against Owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Home. The CDD may construct, in part or in whole, by the issuance of Bonds certain facilities that may consist of, among other things, roads, walls/fences, utilities and/or drainage system, as the CDD determines in its sole discretion.

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

16.5 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and maintained by the Association, subject to any written agreement accepted by the Association. The Facilities may be owned by a governmental entity other than the 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.

16.6 Drainage Improvements. The District shall be responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "**Drainage Improvements**"), which may be located within Facilities, Common Areas, or Lots; however, the District shall have no responsibility for landscaping maintenance within Common Areas or Lots, and the Association and/or the Owner of any such Lot shall be responsible for the landscaping, repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot in accordance with this Declaration, including, landscaping and maintenance within any drainage easements located upon the Lot. The District shall be ultimately responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, due to natural events and/or circumstances contemplated by the designed criteria of the Permit, the District shall be responsible to rectify the drainage pattern to its original intended design. The Declarant hereby grants the District and the District's agents and designees an easement of ingress and egress across all Lots and other portions of CRESSWIND DELAND for the purpose of regulating and maintaining all Drainage Improvements. Notwithstanding anything contained in this Declaration to the contrary, the Association may enter into or otherwise be subject to a separate agreement with the District pursuant to which the Association may have obligations for maintenance and/or regulation of certain other Drainage Improvements or components thereof.

16.7 Retention/Detention Area Slopes. The Facilities, Common Areas, and/or the yard of some Lots may contain slopes adjacent to the retention/detention areas ("**Retention/Detention Area Slopes**"). Subject to any separate agreement between the District and the Association, the Retention/Detention Area Slopes will be regulated and/or maintained by the District. The Association may enter into or otherwise be subject to a separate agreement with the District pursuant to which the Association may have obligations for maintenance and/or regulation of Retention/Detention Area Slopes. The Declarant hereby grants the District and the Association an easement of ingress and egress across all Lots, Common Areas, and Facilities adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The District or the Association (as applicable) may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas (the "**Retention/Detention Area Slopes Maintenance Standards**"). Such

Retention/Detention Area Slopes Maintenance Standards (if any) may include requirements respecting compaction and strengthening of banks. The District and the Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under any applicable Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the District and Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

16.8 Retention/Detention Areas. THE FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE CDD, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN CRESSWIND DELAND; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE CDD, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE CDD, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE CDD, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE CDD, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN CRESSWIND DELAND. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN CRESSWIND DELAND MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

16.9 Perimeter Walls/Fences. The District at all times shall have the exclusive right to maintain, repair, and/or replace any Perimeter Walls/Fences located within the Facilities. The District shall perform any such maintenance, repairs, or replacement of the Perimeter Walls/Fences located within the Facilities at the District's sole discretion. The costs of such maintenance, repairs, or replacement shall be District Maintenance Special Assessments. Failure of the District to undertake any such maintenance, replacement, or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter.

16.10 Retaining Walls. Retaining Walls located within the Facilities shall be maintained by the District. The District shall perform any such maintenance, repairs, or replacement of the Retaining Walls at the District's sole discretion. The costs of such maintenance, repairs or replacement of any Retaining Walls within the Facilities shall be District Maintenance Special Assessments. NO STRUCTURES OR LANDSCAPING, INCLUDING WITHOUT LIMITATION FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN FOUR FEET (4') FROM ANY RETAINING WALL.

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

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established, and collected from time to time by the Association (collectively, the "Assessments"). As Vacant Lots and Spec Lots (as defined

herein) may not receive certain services and/or are in a different state of development as other Lots, all Lots shall not be assessed uniformly.

17.2 **Purpose of Assessments.** The Assessments shall be used for, among other things, the purpose of operating and maintaining the Association and CRESSWIND DELAND. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

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

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

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

17.2.4 **Reserves.** Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Reserves may be created by the approval of a majority of the total Voting Interests of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interests of the Association, the Board shall create a "Reserve for Replacement" 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 or any other improvements maintained by the Association (the "**Reserves**"), including, without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes (2023), and be payable in such manner and at such times as determined by the Association; and

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

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

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "Spec Lot") shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments. Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. Notwithstanding anything contained herein to the contrary, in no event, shall the Declarant pay Special Assessments.

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

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

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Spec Lot is conveyed by the Declarant to an Owner, the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or

subject to, the special service or cost as specified by the Association. The Declarant shall not be required to pay Use Fees or Individual Assessments.

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

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees, and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for such Lots and Homes, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments, or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the funding of budgeted Reserves, if applicable. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for such Lots and Homes, including Vacant Lots and Spec Lots. The Declarant shall not be responsible for Reserves, Individual Assessments, or Special Assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant prorated as of and commencing with, the month following the date title transferred.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2023). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2023), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

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

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

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2023). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a quarterly basis;

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

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

17.11 Initial Contribution. The first purchaser of each Lot from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CRESSWIND DELAND, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves, support costs and start-up costs.

17.12 Resale Contribution. After the Lot has been conveyed to the first purchaser by the Declarant, there shall be collected from the Lot upon every subsequent conveyance of an ownership interest in a Lot by an Owner a resale contribution in the amount of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) (the "Resale Contribution") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CRESSWIND DELAND, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves, support costs and start-up costs.

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

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

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association

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

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2023). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

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

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

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

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

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

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

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

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

18. Information to Lenders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

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

19.2 Membership. There is no requirement that any member of the ARC be a member of the Association.

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

any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

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

19.5 Community Standards. Each Owner and their respective Contractors shall observe, and comply with, the Community Standards that now or may hereafter be adopted by the Declarant or the Board. Prior to the Turnover Date, the Declarant or the Board shall have the right to adopt Community Standards. After the Turnover Date, the Board shall have the right to adopt Community Standards; provided, however, until the Community Completion Date the Declarant shall have the right to approve the Community Standards and any amendments thereto, which approval may be granted or denied in its sole discretion. The Community Standards, as amended from time to time, (i) shall be effective from the date of adoption by either the Declarant or the Board, as applicable; (ii) shall be specifically enforceable by injunction or otherwise; and (iii) shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration, then the provisions of the Community Standards shall control. The Community Standards shall not require alteration of improvements approved by the ARC and previously constructed.

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

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

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

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

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

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

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

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

19.8.6 Upon final disapproval (even if the members of the Board and the ARC are the same), the applicant may appeal the decision of the ARC to the Board within forty-five (45) days of the applicant's receipt of the ARC'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 applicant'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 disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC, or if appealed, the Board, shall be final and binding upon the Owner applicant.

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

19.10 Variances. The Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community 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.

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

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

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

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

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community 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 ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in CRESSWIND DELAND.

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

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

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

Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

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

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

19.17 Certificate of Compliance. If requested in writing by an Owner, the Owner may obtain a Certificate of Compliance from the ARC certifying that the Owner has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, the CDD, or their respective Contractors, agents, and assigns, including, without limitation, improvements made or to be made to the Common Areas or Facilities, as applicable, or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ARC or the Association.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner, Occupant, or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, the ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the Association, or the ARC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend, and hold the Declarant and the ARC, and each of their members, officers, directors, shareholders, and any related persons or legal entities, and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, the ARC or their members, officers and directors. The Declarant, the Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

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

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

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

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

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

20.1.5 Impede the Declarant from proceeding with the construction or sale of Homes or completing the development of CRESSWIND DELAND;

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

20.2 Non-Monetary Defaults. In the event of a violation by any Permitted User, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or the Association shall notify (i) the applicable Owner who committed such violation, or (ii) the applicable Owner through or under which such Permitted User(s) is (are) accessing or utilizing CRESSWIND DELAND, of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

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

20.2.2 Commence an action to recover damages; and/or

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

All expenses incurred in connection with the violation or breach, or the commencement of any action, including reasonable attorneys' fees and paraprofessional fees at all levels 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.

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

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the District, the Association, and/or the ARC 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. Subject to the terms hereof, the rights and exemptions afforded to Declarant and the District in this Declaration shall survive the Turnover.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration and the Community Standards may be enforced by the Declarant and/or, where applicable, Owners and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein,

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to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. The expense of any litigation to enforce this Declaration or the 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. SJRWMD, the Association, and the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time and in accordance with Section 720.305, Florida Statutes (2023), the rights of a Permitted User to use the Common Areas (except vehicular and pedestrian ingress and egress and necessary utilities) for failure of the Permitted User to comply with any provision of the Governing Documents including, without limitation, those provisions benefiting SJRWMD. In addition, the Board may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2023), against a Permitted User, for failure to comply with any provision of the Governing Documents, including, without limitation, those provisions benefiting SJRWMD.

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

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the Violations 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 approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Permitted User in accordance with Section 720.305, Florida Statutes (2023), and must include a description of the infraction(s) or violation(s) and any specific action required to cure the violation (if and as applicable). Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Board must provide written notice of such suspension to the Owner and, if applicable, the applicable Permitted User, by mail or hand delivery to the Owner's designated mailing or e-mail address in the Association's Official Records (as defined in the Bylaws). The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Board.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. The Permitted User shall have a right to be represented by counsel and to cross-examine witnesses. An Owner has the right to attend a hearing by telephone or other electronic means. A written decision of the Violations Committee shall be submitted to the Permitted User, as applicable, by not later than twenty-one (21) days after the hearing, which notice shall include the Violations Committee's findings related to the violation, including any applicable fines or suspensions that the Violations Committee approved or rejected, and how the applicable Permitted User may cure the violation, if applicable

20.6.4 The Violations Committee may approve (by a majority vote) a fine imposed by the Board against the Permitted User in the amount of One Hundred and No/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine a Permitted User. Fines shall be paid not later than five (5) days

after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of CRESSWIND DELAND and sales and re-sales of Lots, Homes, and/or other properties owned by the Declarant or others outside of CRESSWIND DELAND. This right shall include, but not be limited to, the right to maintain models, sales and/or administrative offices and parking associated therewith, have signs on any portion of CRESSWIND DELAND, including Common Areas or Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas or Facilities, as applicable, to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of CRESSWIND DELAND will continue as deemed appropriate in the Declarant'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 CRESSWIND DELAND to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, designees, or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat or described herein, (ii) to plat or replat all or any part of CRESSWIND DELAND owned by the Declarant or reconfigure any Lot owned by the Declarant, and (iii) to widen, extend or relocate any right of way shown on any Plat or convert a Lot to use as a right of way, provided that the Declarant owns the lands affected by or subject to such change. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant and its assigns shall have the right, at any time or location within CRESSWIND DELAND, as determined by the Declarant in its sole discretion, to hold marketing, special, and/or promotional events within CRESSWIND DELAND and/or on the Common Areas or Facilities without any charge for use. The Declarant, its agents, affiliates, or assignees shall have the right to market CRESSWIND DELAND in advertisements and other media by making reference to CRESSWIND DELAND, including, but not limited to, pictures or drawings of CRESSWIND DELAND, Common Areas, Lots, Parcels, the Facilities, and Homes. All logos, trademarks, and designs used in connection with CRESSWIND DELAND are the property of the Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.

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

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

21.6 Management. The Declarant may manage the Common Areas by contract with the Association. The Declarant and/or the Association also may contract with a third party ("Manager") for management of the Association, the Common Areas, and the Facilities, as applicable.

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

21.8 Right to Enforce. The Declarant 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 at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.9 No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

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

remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

21.11 Representations. The Declarant makes no representations concerning development both within and outside the boundaries of CRESSWIND DELAND including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements within CRESSWIND DELAND or adjacent to or near CRESSWIND DELAND, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services, and amenities offered.

21.12 Sales by Declarant. Notwithstanding the restrictions set forth in Section 27, the Declarant reserves for itself the right to sell Homes for Occupancy to natural persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect compliance with all applicable State and Federal laws under which CRESSWIND DELAND may be developed and operated as an age-restricted community.

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

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

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

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

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

21.14 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, UNLESS OTHERWISE REQUIRED TO SUBMIT A DISPUTE (AS DEFINED HEREIN) TO MEDIATION AND/OR BINDING ARBITRATION PURSUANT TO SECTION 26 HEREIN, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

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

21.16 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT 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 THE DECLARANT; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT CRESSWIND DELAND TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of CRESSWIND DELAND, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of CRESSWIND DELAND without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant.

Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.19 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in CRESSWIND DELAND by any party shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

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

21.21 Density Transfers. If the record title owner of a Parcel develops such Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

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

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

24. General Provisions.

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

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

24.3 Execution of Documents. The Declarant's plan of development for CRESSWIND DELAND including, without limitation, the creation of one (1) or more special taxing districts or community development districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district or community development district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore

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irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of CRESSWIND DELAND, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district or community development district relating to CRESSWIND DELAND or any portion(s) thereof.

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

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

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

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS, AND PERMITTED USERS ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, THE DISTRICT, AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO CRESSWIND DELAND WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF CRESSWIND DELAND, EACH SUCH OWNER, OCCUPANT AND PERMITTED 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 GUESTS 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 CRESSWIND DELAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, THE DISTRICT 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 SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF CRESSWIND DELAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "Title

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

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

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

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

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

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

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

24.14 Declarant's Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER EITHER EXPRESS OR IMPLIED, THAT ANY PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF CRESSWIND DELAND OR SURROUNDING LAND CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY THE DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE OR PURPOSE, OR THAT SUCH REAL PROPERTY ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT OR WILL BE SUFFICIENT FOR SUCH PURPOSE. While the Declarant has no reason to believe that any of the covenants, restrictions and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenants, restrictions and other provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant harmless therefrom.

24.15 Right to Contract for Street Light and Other Lighting Services. The Declarant, the District, and/or the Association shall have the right, but not the obligation, to enter into one or more contracts with any private provider or third party entity (a "**Private Light Provider**") for the provision of street lighting services or other lighting services, including, but not limited to, solar power street lights or other lighting, within all or any part of CRESSWIND DELAND. Prior to the Community Completion Date, all contracts between a Private Light Provider and the Association or District, if any, shall be subject to the prior written approval of the Declarant. If any such contract is established, any fees for such street light services or other light services payable to the Private Light Provider shall be Operating Expenses or District Maintenance Special Assessments, as applicable, and shall be included within the annual budget of the Association or the District, as applicable.

24.16 Additional Right of the Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of CRESSWIND DELAND, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2023). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to CRESSWIND DELAND or any lands or facilities outside of CRESSWIND DELAND prior to the Turnover Date.

24.17 Natural Gas Distribution System. CRESSWIND DELAND shall include a natural gas distribution system, including all necessary distribution lines, meters and ancillary facilities necessary to

provide natural gas service to all Homes (collectively, the "**Natural Gas Distribution System**"). Owners shall exclusively receive their natural gas service from Florida Public Utilities, a subsidiary of Chesapeake Utilities Corporation, its successor and assigns ("**FPU**") and shall pay for the same and shall abide by the terms of a separate service agreement between the Owner and FPU. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO THEIR LOT, (i) ACKNOWLEDGES AND AGREES THAT NATURAL GAS SERVICES SHALL BE PROVIDED TO THEIR HOME BY FPU, (ii) 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, 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 NATURAL GAS DISTRIBUTION SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY MATTERS RELATING TO THE PROVISION OF NATURAL GAS SERVICE TO ANY HOME, AND (iii) ACKNOWLEDGES AND AGREES THAT FPU, NOT DECLARANT OR THE ASSOCIATION, SHALL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE NATURAL GAS DISTRIBUTION SYSTEM.

25. Stormwater Management System.

25.1 General. The District shall be responsible for maintenance, operation, and repair of the SMS. Maintenance of the SMS shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the SMS shall be as permitted, or if modified as approved by the SJRWMD. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

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

25.1.3 No Lot, Parcel, or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association and the District. No boating, wading, or swimming in any retention/detention areas shall be allowed.

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

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

25.1.6 SJRWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS.

25.1.7 Any amendment to the Declaration that alters the SMS, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas or Facilities, must have the prior approval of SJRWMD.

25.1.8 If the Association shall cease to exist, and the District does not own and maintain the SMS, the SMS must be transferred to, accepted and maintained by an entity in accordance with Section 62-330.310, Florida Administrative Code (2023).

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

25.1.10 Each Owner at the time of the construction of a Home or structure shall comply with the construction plans for the SMS approved and on file with SJRWMD.

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

25.2 Proviso. Any proposed amendment to the Declaration that alters the SMS beyond its original condition, including the mitigation or preservation areas and the water management portions of the Common Areas and/or Facilities must have the prior approval of SJRWMD.

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

25.4 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, the City, SJRWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD Surface Water Regulation Manager. NEITHER THE DECLARANT, NOR THE ASSOCIATION, NOR THE DISTRICT, MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN CRESSWIND DELAND; PROVIDED, FURTHER, NEITHER THE DECLARANT, NOR THE ASSOCIATION, NOR THE DISTRICT, BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER

AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE ASSOCIATION, AND THE DISTRICT. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE ASSOCIATION, OR THE DISTRICT, THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND ANY WETLAND CONSERVATION AREAS OR OTHER PORTIONS OF CRESSWIND DELAND.

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

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

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

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

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

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

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

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

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

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

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

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE DISTRICT IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE

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PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE DISTRICT.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Lot Owner and the Declarant; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children or other Occupants of the Lot; or (4) issues of formation, validity or enforceability of this Section 26. Each Owner agrees to the foregoing on behalf of his or her children and other Occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

26.2 Any and all mediations commenced by any Owner or the Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. The arbitration shall be conducted by a single arbitrator. The arbitrator shall apply the laws of the state of Florida. The arbitrator shall have expertise in the area(s) of the Dispute, which may include legal expertise if legal issues are involved. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, and may issue any remedy or relief that the courts of the state of Florida could issue if presented the same circumstances. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator. The arbitrator's award shall be final. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Discovery during the arbitration shall be limited to (i) the exchange of information that is provided to the arbitrator by the parties and (ii) requests for the production of documents, provided that such requests include: (w) a specific identification of the documents, (x) an explanation of why the documents are necessary for the arbitration, (y) a statement why the requesting party does not have access to the documents, and (z) a description of the reasonable steps the requesting party has taken to secure the documents. Unless otherwise agreed to by all parties, the arbitrator shall have no authority to order the taking of depositions, except for depositions of the parties and the parties' expert witnesses, if any. In the

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event that a party is an entity other than a natural person, the deposition for such party shall be limited to one party representative deposition, unless otherwise consented to by such party.

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant may, at its sole election, include the Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

26.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

26.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section 26, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

26.8.3 The fees for any claim pursued via arbitration in an amount of Ten Thousand and no/100 Dollars (\$10,000.00) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

26.9 Notwithstanding the foregoing, if either the Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

26.10 THE DECLARANT AND EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE

CRESSWIND DELAND
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ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

27. Restrictions Affecting Occupancy and Alienation.

27.1 Restrictions on Occupancy. Subject to the rights reserved to the Declarant in Section 21.12, Homes are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 27 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and §3607(b)(2)(C), and Chapter 760.29, Florida Statutes (2023), and the regulations promulgated under the foregoing (collectively, as may be amended, the "Act") allowing discrimination based on familial status. The Declarant or the Association, acting through the Board, shall have the power to amend this Section 27, without the consent of the Owners or any other person or entity (except the Declarant), for the purpose of maintaining this Section 27 consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions.

27.1.1 Each Occupied Home shall at all times be Occupied by at least one (1) natural person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Home, any Qualified Occupant may continue to Occupy the same Home as long as the provisions of the Act are not violated by such Occupancy.

27.1.2 No natural person under the age of eighteen (18) shall Occupy a Home.

27.1.3 Nothing in this Section 27 shall restrict the ownership of or transfer of title to any Home; provided, no Owner under the age of fifty-five (55) may Occupy a Home unless the requirements of this Section 27 are met nor shall any Owner permit Occupancy of the Home in violation of this Section 27. Owners shall be responsible for including a statement in conspicuous type in any Lease Agreement or other Occupancy agreement or contract of sale relating to such Owner's Home that the Homes within CRESSWIND DELAND are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Section 27, which agreements or contracts shall be in writing and signed by the Lessee or purchaser and for clearly disclosing such intent to any prospective Lessee, purchaser, or other potential Occupant. Every Lease Agreement shall provide that failure to comply with the requirements and restrictions of this Section 27 shall constitute a default under the Lease Agreement.

27.1.4 Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section 27 with respect to a Home, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

27.1.5 In the event of any change in Occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Home and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten

(10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Section 27, in addition to all other remedies available to the Association under this Declaration and Florida law.

27.2 Monitoring Compliance; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section 27 and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their Lessees, and Lenders upon reasonable request.

27.3 Enforcement. The Association may enforce this Section 27 by any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the Occupants of Homes, requiring that copies of birth certificates or other proof of age for one (1) Age-Qualified Occupant per Home be provided to the Board on a periodic basis, in its sole discretion, and taking action to evict the Occupants of any Home that do not comply with the requirements and restrictions of this Section 27. The Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the Occupancy of Homes which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section 27. Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the Occupants of any Home as necessary to enforce compliance with this Section 27.

27.4 Compliance and Indemnity. Each Owner shall be responsible for ensuring compliance of its Home with the requirements and restrictions of this Section 27 and the Association rules adopted hereunder, by itself and by its Lessees and other Occupants of its Home. Each Owner, by acceptance of title to a Lot, agrees to indemnify, defend and hold Declarant, any affiliate of Declarant, and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Home to so comply. Such defense costs shall include, but not be limited to, attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 30th day of JANUARY, 2024.

WITNESSES:

"DECLARANT"

KH CW DELAND, LLC, a Florida limited liability company

Bridget A. Walker
Print Name: Bridget A. Walker
Address: 4807 PGA BLVD.
Palm Beach Gardens, FL
33418

Alissa M. Bennett
Print Name: ALISSA M BENNETT
Address: 4807 PGA BLVD.
PALM BEACH GARDENS
FLORIDA 33418

By: Emily H. Vaughn
Print Name: EMILY H. VAUGHN
Title: AUTHORIZED SIGNATORY

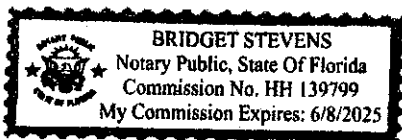
[Seal]

STATE OF FLORIDA)

COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2024, by Emily Vaughn, as Authorized Signatory of KH CW DELAND, LLC, a Florida limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 6/8/2025



Bridget Stevens
NOTARY PUBLIC, State of Florida at Large

Print Name Bridget Stevens

CRESSWIND DELAND
Amended and Restated Declaration

JOINDER

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of JANUARY, 2024.

WITNESSES:

CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Emily H. Vaughn
Print Name: EMILY H. VAUGHN
Address: 4807 PGA BOULEVARD
PALM BEACH GARDENS, FL
33418

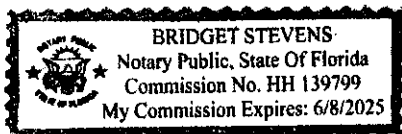
By: Mark Bines
Name: Mark Bines
Title: President

Bridget Stevens
Print Name: Bridget A. Walker
Address: 4807 PGA BOULEVARD
PALM BEACH GARDENS, FL
33418

STATE OF FLORIDA)
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2024, by Mark Bines, as President of CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: 6/8/2025



Bridget Stevens
NOTARY PUBLIC, State of Florida at Large

Print Name: Bridget Stevens

CRESSWIND DELAND
Amended and Restated Declaration

MORTGAGEE JOINDER

For good and valuable consideration in hand paid, WELLS FARGO BANK, a national association (the "**Mortgagee**"), as owner and holder of that certain Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded in Official Records Book 8175, Page 2606, as affected by that certain Mortgage Spreading and Modification Agreement, recorded in Official Records Book 8292, Page 3728, both of the Public Records of Volusia County, Florida (collectively, as amended and supplemented, the "**Mortgage**") securing all of the real property described therein, hereby consents to the making and recording of the AMENDED AND RESTATED COMMUNITY DECLARATION FOR CRESSWIND DELAND (the "**Declaration**") to which this Joinder is attached. Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration.

Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained by construed as an assumption by Mortgagee of any obligations of the Declarant (as defined in the Declaration) of the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10th day of January, 2024.

WITNESSES:

Shawn T miles
Print Name: Shawn T miles
Address: Wells Fargo Bank, National Association
100 North Main Street, 10th Floor, MAC D4001-105,
Winston-Salem, North Carolina 27101

Claither Stewart
Print Name: Claither Stewart
Address: Wells Fargo Bank, National Association
100 North Main Street, 10th Floor, MAC D4001-105,
Winston-Salem, North Carolina 27101

MORTGAGEE:

WELLS FARGO BANK, a national association

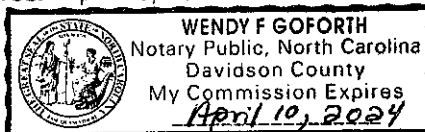
By: Annisha R. Bannister
Name: Annisha R. Bannister
Title: AVP

[SEAL]

STATE OF North Carolina)
COUNTY OF Forsyth)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of January, 2024, by Annisha R. Bannister, as Assistant Vice President of WELLS FARGO BANK, a national association, on behalf of the entity. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: April 10, 2024



Wendy F. Goforth
NOTARY PUBLIC, State of North Carolina
Print Name Wendy F. Goforth

CRESSWIND DELAND
Amended and Restated Declaration

EXHIBIT 1

LEGAL DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, AND ALL OF LOTS 4, 5 AND 9, A PORTION OF LOTS 1, 3, 6, 7, 8, 10 THROUGH 18 AND A PORTION OF LOTS 28 THROUGH 31, PLAT OF THE ASSESSOR'S SUBDIVISION OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN S 88°56'01" E, A DISTANCE OF 1285.28 FEET; THENCE RUN S 00°00'35" W, A DISTANCE OF 355.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44 ACCORDING TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 79020-2545; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING FIVE (5) COURSES; (1) RUN N 57°25'09" E, A DISTANCE OF 215.16 FEET; (2) TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 995.42 FEET, AN INCLUDED ANGLE OF 07°39'53", A CHORD BEARING OF N 61°14'48" E AND A CHORD DISTANCE OF 133.06 FEET, RUN 133.16 FEET ALONG THE ARC OF SAID CURVE TO A POINT; (3) THENCE RUN N 34°47'32" W, A DISTANCE OF 110.43 FEET; (4) THENCE RUN N 55°12'24" E, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING; (5) THENCE CONTINUE N 55°12'24" E, A DISTANCE OF 43.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN N 34°47'32" W, A DISTANCE OF 725.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 539.49 FEET, AN INCLUDED ANGLE OF 28°14'43", A CHORD BEARING OF N 20°40'11" W AND A CHORD DISTANCE OF 263.27 FEET, RUN 265.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 06°32'49" W, A DISTANCE OF 323.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1200.00 FEET, AN INCLUDED ANGLE OF 14°32'23", A CHORD BEARING OF N 13°49'01" W AND A CHORD DISTANCE OF 303.70 FEET, RUN 304.52 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 68°54'48" E, A DISTANCE OF 54.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 256.00 FEET, AN INCLUDED ANGLE OF 67°07'54", A CHORD BEARING OF N 17°16'53" E AND A CHORD DISTANCE OF 283.08 FEET, RUN 299.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 50°50'50" E, A DISTANCE OF 77.86 FEET; THENCE RUN S 39°09'10" E, A DISTANCE OF 130.00 FEET; THENCE RUN S 50°50'50" W, A DISTANCE OF 77.86 FEET; THENCE RUN S 39°09'10" E, A DISTANCE OF 56.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 70.00 FEET, AN INCLUDED ANGLE OF 67°07'54", A CHORD BEARING OF S 17°16'53" W AND A CHORD DISTANCE OF 77.41 FEET, RUN 82.02 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 16°17'04" E, A DISTANCE OF 6.67 FEET; THENCE RUN N 73°42'56" E, A DISTANCE OF 130.00 FEET; THENCE RUN S 16°17'04" E, A DISTANCE OF 270.93 FEET TO THE POINT OF CURVATURE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 192.00 FEET, AN INCLUDED ANGLE OF 44°43'45", A CHORD BEARING OF S 38°38'56" E AND A CHORD DISTANCE OF 146.11 FEET, RUN 149.89 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE S 61°00'48" E, A DISTANCE OF 300.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1158.00 FEET, AN INCLUDED ANGLE OF 23°12'39", A CHORD BEARING OF S 49°24'29" E AND A CHORD DISTANCE OF 465.91 FEET, RUN 469.11 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 88°13'45" E, A DISTANCE OF 425.67 FEET; THENCE RUN S 01°46'15" E, A DISTANCE OF 632.00 FEET; THENCE RUN S 88°13'45" W, A DISTANCE OF 321.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 16°33'34", A CHORD BEARING OF N 10°55'55" W AND A CHORD DISTANCE OF 86.40 FEET, RUN 86.71 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE N 19°12'42" W, A DISTANCE OF 28.46

CRESSWIND DELAND
Amended and Restated Declaration

FEET; THENCE RUN S 79°23'18" W, A DISTANCE OF 192.83 FEET; THENCE RUN S 77°06'54" W, A DISTANCE OF 188.55 FEET; THENCE RUN S 31°06'55" W, A DISTANCE OF 75.48 FEET; THENCE RUN S 65°26'54" W, A DISTANCE OF 65.39 FEET; THENCE RUN S 22°33'27" W, A DISTANCE OF 86.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1045.42 FEET, AN INCLUDED ANGLE OF 03°57'26", A CHORD BEARING OF S 69°56'10" W AND A CHORD DISTANCE OF 72.19 FEET, RUN 72.20 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, (1) S 34°47'32" E, A DISTANCE OF 51.33 FEET; (2) TO A POINT ON A NON-TANGENT CURVE SOUTHEASTERLY HAVING A RADIUS OF 995.42 FEET, AN INCLUDED ANGLE OF 20°22'00", A CHORD BEARING OF N 78°47'34" E AND A CHORD DISTANCE OF 351.98 FEET, RUN 353.84 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; (3) THENCE RUN N 88°58'34" E, A DISTANCE OF 644.57 FEET; (4) THENCE RUN N 89°08'34" E, A DISTANCE OF 810.31 FEET TO THE INTERSECTION OF SAID NORTHERLY-RIGHT-OF-WAY LINE AND THE WEST LINE OF THE EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE RUN N 01°41'54" W, A DISTANCE OF 1238.51 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 RUN N 89°30'33" E, A DISTANCE OF 90.80 FEET; THENCE DEPARTING SAID NORTH LINE RUN N 00°29'27" W, A DISTANCE OF 12.94 FEET; THENCE RUN N 56°12'52" E, A DISTANCE OF 118.47 FEET; THENCE RUN N 29°18'35" E, A DISTANCE OF 38.58 FEET; THENCE RUN N 43°09'02" W, A DISTANCE OF 320.47 FEET; THENCE RUN N 03°30'44" E, A DISTANCE OF 35.58 FEET; THENCE RUN N 65°05'13" E, A DISTANCE OF 75.96 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2628.00 FEET, AN INCLUDED ANGLE OF 12°18'56", A CHORD BEARING OF N 06°51'32" E AND A CHORD DISTANCE OF 563.80 FEET, RUN 564.88 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 89°17'56" W, A DISTANCE OF 150.00 FEET; THENCE RUN S 89°40'13" W, A DISTANCE OF 107.05 FEET; THENCE RUN S 00°00'01" W, A DISTANCE OF 45.46 FEET; THENCE RUN S 89°59'59" E, A DISTANCE OF 22.20 FEET; THENCE RUN S 00°00'01" W, A DISTANCE OF 130.00 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 30.54 FEET; THENCE RUN S 00°00'01" W, A DISTANCE OF 186.00 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 282.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET, AN INCLUDED ANGLE OF 23°47'27", A CHORD BEARING OF S 78°06'17" W AND A CHORD DISTANCE OF 41.23 FEET, RUN 41.52 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 66°12'34" W, A DISTANCE OF 82.17 FEET; THENCE RUN S 73°37'56" W, A DISTANCE OF 36.75 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 134.76 FEET; THENCE RUN N 66°19'28" W, A DISTANCE OF 324.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 724.00 FEET, AN INCLUDED ANGLE OF 04°11'24", A CHORD BEARING OF N 22°57'57" E AND A CHORD DISTANCE OF 52.93 FEET, RUN 52.95 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 69°07'45" W, A DISTANCE OF 56.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 668.00 FEET, AN INCLUDED ANGLE OF 04°18'22", A CHORD BEARING OF S 23°01'26" W AND A CHORD DISTANCE OF 50.19 FEET, RUN 50.21 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 64°07'26" W, A DISTANCE OF 260.03 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 408.00 FEET, AN INCLUDED ANGLE OF 07°53'49", CHORD BEARING OF N 20°47'00" E AND A CHORD DISTANCE OF 56.19 FEET, RUN 56.23 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 73°09'55" W, A DISTANCE OF 56.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 352.00 FEET, AN INCLUDED ANGLE OF 07°17'29", A CHORD BEARING OF S 20°28'50" W AND A CHORD DISTANCE OF 44.77 FEET, RUN 44.80 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 65°52'26" W, A DISTANCE OF 130.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 222.00 FEET, AN INCLUDED ANGLE OF 26°15'50", A CHORD BEARING OF N 10°59'39" E AND A CHORD DISTANCE OF 100.87 FEET, RUN 101.76 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 02°08'16" W, A DISTANCE OF 161.50 FEET; THENCE RUN N 28°39'29" W, A DISTANCE OF 28.23 FEET; THENCE RUN N 54°06'34" W, A DISTANCE

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OF 95.89 FEET; THENCE RUN N 41°16'10" W, A DISTANCE OF 35.28 FEET; THENCE RUN N 79°08'33" W, A DISTANCE OF 40.73 FEET; THENCE RUN N 50°43'50" W, A DISTANCE OF 42.26 FEET; THENCE RUN N 26°10'40" W, A DISTANCE OF 41.40 FEET; THENCE RUN N 19°37'01" W, A DISTANCE OF 46.29 FEET; THENCE RUN N 28°32'25" E, A DISTANCE OF 41.97 FEET; THENCE RUN N 27°39'46" W, A DISTANCE OF 114.33 FEET; THENCE RUN N 74°41'51" W, A DISTANCE OF 109.87 FEET; THENCE RUN N 76°39'19" W, A DISTANCE OF 103.70 FEET; THENCE RUN S 89°57'59" W, A DISTANCE OF 360.48 FEET; THENCE RUN S 34°08'13" E, A DISTANCE OF 272.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 102.00 FEET, AN INCLUDED ANGLE OF 80°47'57", A CHORD BEARING OF S 06°15'45" W AND A CHORD DISTANCE OF 132.22 FEET, RUN 143.84 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 46°39'44" W, A DISTANCE OF 11.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 107.00 FEET, AN INCLUDED ANGLE OF 58°44'47", A CHORD BEARING OF S 76°02'08" W AND A CHORD DISTANCE OF 104.97 FEET, RUN 109.71 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 74°35'29" W, A DISTANCE OF 299.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 136.00 FEET, AN INCLUDED ANGLE OF 81°02'00", A CHORD BEARING OF S 64°53'31" W AND A CHORD DISTANCE OF 176.71 FEET, RUN 192.34 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 24°22'31" W, A DISTANCE OF 104.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 313.00 FEET, AN INCLUDED ANGLE OF 37°14'52", A CHORD BEARING OF S 05°45'05" W AND A CHORD DISTANCE OF 199.92 FEET, RUN 203.48 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 12°52'21" E, A DISTANCE OF 211.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 850.00 FEET, AN INCLUDED ANGLE OF 12°12'11", A CHORD BEARING OF S 18°58'26" E AND A CHORD DISTANCE OF 180.69 FEET, RUN 181.03 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 25°04'31" E, A DISTANCE OF 267.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1157.00 FEET, AN INCLUDED ANGLE OF 18°31'42", A CHORD BEARING OF S 15°48'40" E AND A CHORD DISTANCE OF 372.52 FEET, RUN 374.15 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 06°32'49" E, A DISTANCE OF 323.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 582.49 FEET, AN INCLUDED ANGLE OF 28°14'43", A CHORD BEARING OF S 20°40'11" E AND A CHORD DISTANCE OF 284.25 FEET, RUN 287.15 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 34°47'32" E, A DISTANCE OF 725.51 FEET TO THE POINT OF BEGINNING.

LESS:

A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

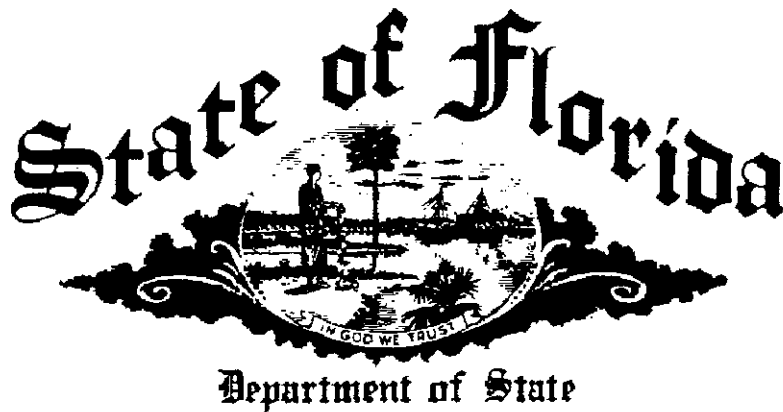
COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 ACCORDING TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 79020-2545 AND THE WEST LINE OF THE EAST 545.00 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN S 89°08'34" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 686.32; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN N 37°57'56" E, A DISTANCE OF 71.73 FEET; THENCE RUN N 00°43'04" W, A DISTANCE OF 79.11 FEET TO THE POINT OF BEGINNING; THENCE RUN N 00°43'04" W, A DISTANCE OF 743.52 FEET; THENCE RUN N 88°58'34" E, A DISTANCE OF 155.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 302.00 FEET, AN INCLUDED ANGLE OF 88°50'11", A CHORD BEARING OF S 46°36'20" E AND A CHORD DISTANCE OF 422.73 FEET, RUN 468.25 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 88.10 FEET, AN INCLUDED

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ANGLE OF 25°58'59", A CHORD BEARING OF S 10°48'15" W AND A CHORD DISTANCE OF 39.61 FEET, RUN 39.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 23°47'44" W, A DISTANCE OF 149.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 162.00 FEET, AN INCLUDED ANGLE OF 24°35'12", A CHORD BEARING OF S 36°05'20" W AND A CHORD DISTANCE OF 68.98 FEET, RUN 69.52 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING RADIUS OF 213.00 FEET, AN INCLUDED ANGLE OF 24°35'12", A CHORD BEARING OF S 36°05'20" W AND A CHORD DISTANCE OF 90.70 FEET, RUN 91.40 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 23°47'44" W, A DISTANCE OF 25.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 213.00 FEET, AN INCLUDED ANGLE OF 23°06'13", A CHORD BEARING OF S 12°14'38" W AND A CHORD DISTANCE OF 85.31 FEET, RUN 85.89 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 00°08'11" E, A DISTANCE OF 6.16 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 212.00 FEET, AN INCLUDED ANGLE OF 09°20'49", A CHORD BEARING OF S 03°42'32" W AND A CHORD DISTANCE OF 34.55 FEET, RUN 34.58 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 89°08'34" W, A DISTANCE OF 260.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 92.14 ACRES, MORE OR LESS.

EXHIBIT 2
ARTICLES OF INCORPORATION



I certify from the records of this office that CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 26, 2023.

The document number of this corporation is N23000011608.

I further certify that said corporation has paid all fees due this office through December 31, 2023, and its status is active.

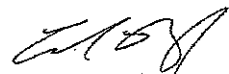
I further certify that said corporation has not filed Articles of Dissolution.

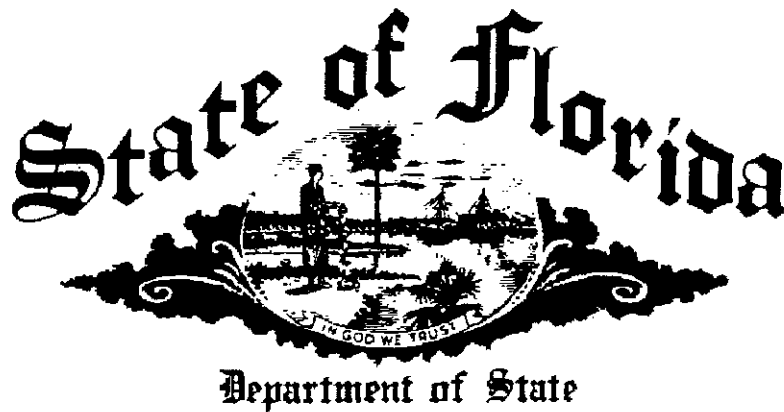
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 224A00000728-011224-N23000011608-1/1, noted below.

Authentication Code: 224A00000728-011224-N23000011608-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of January, 2024




Secretary of State



I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on January 11, 2024, for CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

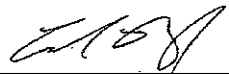
I further certify the document was electronically received under FAX audit number H23000431752. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N23000011608.

Authentication Code: 224A00000728-011224-N23000011608-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of January, 2024


Secretary of State



January 12, 2024

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC.
4807 PGA BOULEVARD
PALM BEACH GARDENS, FL 33418US

Re: Document Number N23000011608

The Amended and Restated Articles of Incorporation for CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on January 11, 2024.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H23000431752.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Jasmine N Horne
Regulatory Specialist II
Division of Corporations

Letter Number: 224A00000728

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

Document No. N23000011608

In compliance with the requirements of the laws of the State of Florida, the undersigned does hereby acknowledge:

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

2. Principal Office. The principal office of the Association is: 4807 PGA Boulevard, Palm Beach Gardens, Florida 33418.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 401 East Jackson Street, Suite 2100, Tampa, Florida 33602. The name of the Registered Agent of the Association is:

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
c/o CHRISTIAN F. O'RYAN, ESQ.

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

5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance, and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, the Bylaws, and these Articles; and (iii) administer the rights and interests of the Declarant, the Association, and the Owners.

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

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

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

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

7.3 To operate and maintain the SMS, in the event the District does not operate and maintain the SMS. In the event the District does not own and operate all SMS, the Association shall operate, maintain and manage the SMS in a manner consistent with the Permit requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SMS. To the extent required by the Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SMS. In the event the District does not own and operate all SMS, Assessments shall be used for the maintenance and repair of the SMS and mitigation or preservation areas, including, but not limited to, work within retention areas, drainage structures, and drainage easements;

7.4 To fix, levy, collect, and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Bylaws;

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

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

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

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

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

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

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

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

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

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

7.15 To have the power to sue and be sued;

7.16 To take any other action necessary or desirable to carry out any purpose for which the Association has been organized; and

7.17 To enter into agreements with other homeowners associations, property associations or other third parties, including, without limitation, any cost-sharing agreements or agreements to acquire licenses, leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of CRESSWIND DELAND, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly

authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

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

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

NAME	ADDRESS
Emily Vaughn	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Mark Bines	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Brad Walker	4807 PGA Boulevard Palm Beach Gardens, Florida 33418

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association, to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event of termination, dissolution or final liquidation of the Association, and the District does not own and operate all SMS, the responsibility of the operation and maintenance of the SMS must be transferred to, and accepted by, an entity that would comply with Rule 62-330.310, Florida Administrative Code (2023), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by SJRWMD prior to such termination, dissolution, or liquidation.

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

12. Amendments.

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

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

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

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

13. Limitations.

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

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

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

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

President:	Mark Bines	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Vice President:	Emily Vaughn	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Secretary:	Brad Walker	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Treasurer:	John Capodicasa	4807 PGA Boulevard Palm Beach Gardens, Florida 33418

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

such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

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

The date of adoption of the amendment(s) was: January 11th, 2024.

Adoption of Amendment(s):

 the amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

 X there are no members entitled to vote on the amendment(s), and the amendment(s) was (were) adopted by the Declarant.

Signed this day of January, 2024.

"DECLARANT"

KH CW DELAND, LLC, a Florida limited liability company

By: 

Name: EMILY H. VAUGHN

Title: AUTHORIZED SIGNATORY

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 19th day of December, 2023.

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.

By: 
Christian F. O'Ryan, Esq.

Registered Office:

401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Principal Corporation Office:

4807 PGA Boulevard
Palm Beach Gardens, Florida 33418

EXHIBIT 3

BYLAWS

BYLAWS
OF
CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 4807 PGA Boulevard, Palm Beach Gardens, Florida 33418, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

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

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

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2023).

3. Members.

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

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

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

Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

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

3.1.4 Limited Liability Companies. If a Lot is owned by a limited liability company, the company shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

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

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

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

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

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

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

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

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

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

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2023), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2023) Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for CRESSWIND DELAND are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

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

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

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

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

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

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2023), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

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

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2023), any election dispute between a member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or filed with a court of competent jurisdiction. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

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

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

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

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

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

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

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance, except in an event of an emergency. Notices of meetings of the Board shall specify the agenda items for the meetings to the extent required under Section 720.303(2), Florida Statutes (2023). Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members, subject to the requirements of Section 720.303(2), Florida Statutes (2023). Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

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

that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Officers and Their Duties.

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

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

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

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

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

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

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

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

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

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

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of

the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2023), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. Subject to Section 617.0825, Florida Statutes (2023), the Board may appoint such committees as deemed appropriate, which committees may be comprised of all members, all directors, or a combination of the foregoing. The Board may fill any vacancies on all committees.

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

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

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

12. Amendments.

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

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

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Bylaws may be amended with the

approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

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

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

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

15. Miscellaneous.

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

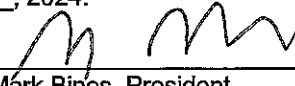
15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Mark Bines, do hereby certify that:

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30th day of January, 2024.



Mark Bines, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT