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**COMMUNITY DECLARATION
FOR
CRESSWIND AT HAMMOCK OAKS**

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**COMMUNITY DECLARATION
FOR
CRESSWIND AT HAMMOCK OAKS**

THIS COMMUNITY DECLARATION FOR CRESSWIND AT HAMMOCK OAKS (this "**Declaration**") is made this 7th day of August, 2025, by KH CW HAMMOCK OAKS LLC, a Florida limited liability company (the "**Declarant**" or "**KH**"), joined by CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), and also joined by SK HAMMOCK OAKS LLC, a Delaware limited liability company (the "**Developer**").

RECITALS

- A. The Declarant and the Developer are the record title owners of the real property located in Lake County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**CRESSWIND AT HAMMOCK OAKS**").
- B. The Declarant and the Developer hereby desire to subject CRESSWIND AT HAMMOCK OAKS to the covenants, conditions, and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising CRESSWIND AT HAMMOCK OAKS, 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 and the Developer hereby declare that every portion of CRESSWIND AT HAMMOCK OAKS 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" means any system intended to control access to CRESSWIND AT HAMMOCK OAKS or any portion thereof. The Declarant shall be the sole judge of any Access Control System(s) installed by the 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, THE DEVELOPER, 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 (AS DEFINED HEREIN) AND THE OCCUPANT (AS DEFINED HEREIN) OF EACH HOME (AS DEFINED HEREIN) ACKNOWLEDGES THE DECLARANT, THE DEVELOPER, AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT, THE DEVELOPER, KH (IN THE EVENT KH IS NO LONGER THE DECLARANT), THE BUILDERS, 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" means a natural person who is fifty-five (55) years of age or older.

"ARC" means the Architectural Review Committee for CRESSWIND AT HAMMOCK OAKS established pursuant to Section 19.1 hereof.

"Articles" means 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" means any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"Association" means CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"Board" means the Board of Directors of the Association.

"Builder" means any person or entity other than the Declarant who is approved as a "Builder" by the Declarant in writing. Such written approval of a Builder by the Declarant may be, but need not be, evidenced by an instrument recorded in the Public Records (as defined herein) at the Declarant's option. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. To the extent KH is no longer the Declarant under this Declaration, but KH owns any Lot or other property within CRESSWIND AT HAMMOCK OAKS, KH shall be considered a "Builder."

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

"Common Areas" means any and all real property interests and personalty within CRESSWIND AT HAMMOCK OAKS 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. The Common Areas may include, without limitation, private roadways, the Access Control System, the Recreational Facilities (as defined herein), Mail Delivery Center(s) (as defined herein), entrance features, buffer or landscaped areas, open space areas, fountains (if any), internal buffers, perimeter buffers, perimeter walls and fences, private rights of way, irrigation facilities, sidewalks, street lights, 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" means the date upon which all Homes, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

"Community Standards" means such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof. Notwithstanding anything contained herein to the contrary, KH and its affiliates and designees shall be exempt from all such Community Standards.

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

"County" means Lake County, Florida.

"CRESSWIND AT HAMMOCK OAKS" 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" means KH CW HAMMOCK OAKS 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" means this COMMUNITY DECLARATION FOR CRESSWIND AT HAMMOCK OAKS, together with all amendments, supplements, and modifications thereof.

"District" or **"CDD"** means the HAMMOCK OAKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing (or to be formed) 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 AT HAMMOCK OAKS.

"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" means 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 (or may be) 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" means 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" means 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(s). 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.

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

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

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

"Lender" means (i) the institutional and licensed holder of a first mortgage encumbering a Lot or (ii) the Declarant and/or 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" means the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home.

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

"Master Plan" means collectively any full or partial concept plan for the development of CRESSWIND AT HAMMOCK OAKS, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of CRESSWIND AT HAMMOCK OAKS, 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 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" means all actual and estimated costs and expenses of operating the Association. 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, and the Mail Delivery Center(s); all amounts payable by the Association under the terms of this Declaration; costs and expenses of maintaining the Perimeter Walls/Fences (as defined herein); costs and expenses of maintaining the Retaining Walls (as defined herein); 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 any private lighting agreement between the Association and a utility provider or Private Light Provider (as defined herein); the costs of any maintenance and/or operation of certain Facilities pursuant to any separate maintenance agreement between the Association and the District (if and as applicable); all amounts payable in connection with irrigation costs incurred by the Association for the Common Area irrigation; amounts payable to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein); 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 and 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" means 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 or the Developer, even after the Turnover Date.

"Parcel" means 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. 194336-1 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" means any plat of any portion of CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS, as such phase is added to this Declaration.

"Public Records" means the Public Records of Lake County, Florida.

"Qualified Occupant" means 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 a Builder; 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" means the Rules and Regulations governing CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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. The Declarant and the Developer shall be exempt from the Rules and Regulations.

"SJRWMD" means the St. Johns River Water Management District.

"Special Assessments" means 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 (2024). The SMS

includes those works authorized by SJRWMD pursuant to the Permit. The SMS shall be part of the Facilities and will be maintained by the CDD.

"Supplemental Declaration" means 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" means 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" means delivered entertainment services, if and to the extent 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.

"Town" means Town of Lady Lake, Lake County, Florida.

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

"Turnover Date" means 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" means and refer to the appurtenant vote(s) of each Lot and/or Parcel, which shall include the voting interests of the Declarant and Builders.

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

3. Plan of Development.

3.1 Plan. The planning process for CRESSWIND AT HAMMOCK OAKS 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 has the right to develop CRESSWIND AT HAMMOCK OAKS and adjacent property owned by the Declarant and/or the Developer, as applicable, 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 AT HAMMOCK OAKS as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for CRESSWIND AT HAMMOCK OAKS which may be supplemented by additional covenants, restrictions, and easements applicable to any portion of CRESSWIND AT HAMMOCK OAKS. Nothing in this Section shall preclude any Supplemental Declaration, any amendment, or other recorded covenants applicable to

any portion of CRESSWIND AT HAMMOCK OAKS 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 Permitted Users. 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.

3.3 Conflicts; Interpretation. 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. Without limitation of the foregoing, if any part of this Declaration violates applicable law, the applicable law will control. In such case, however, the rest of this Declaration shall remain in full force and effect. Further, without limiting the generality of the foregoing, if any part of the Declaration is not enforceable in accordance with its terms or would render other parts of the Declaration unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Declaration, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal (that the Declaration is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved. By way of example and not limitation, if any use restriction in Section 12 hereof is determined to violate applicable law, only such violating provision shall be deemed modified to come as close as possible to the expressed intent of such restriction (if possible).

3.4 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 construction plan or site plans is subject to change and the notes on a Plat, site plan, and/or construction plan are not a guarantee of what improvements will be constructed as Facilities or Common Areas. Site plans and renderings used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Facilities or Common Areas but such site plans or other depictions are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat(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 (including, but not limited to, the Association, Owners, or any Lenders), to replat all or any part of CRESSWIND AT HAMMOCK OAKS owned by the Declarant (or with the joinder of the record title owner) or to reconfigure any Lot or other land owned by the Declarant (or with the joinder of the record title owner), for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat(s) or converting any Lot or portion thereof to use as a right-of-way. Further, the Declarant shall have the right to replat all or any part of CRESSWIND AT HAMMOCK OAKS 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.

3.5 Rentals. From time to time, the Declarant, Builders, their respective 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, Builders, their respective 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 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.

3.6 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.

3.7 Cellular Tower Disclosure. All Permitted Users are hereby placed on notice that a cellular tower and cellular tower site exists within close proximity to CRESSWIND AT HAMMOCK OAKS. Cellular towers, cellular tower sites, and the operation and maintenance thereof can emit unpleasant noises and/or other emissions which could potentially result in, among other things, inconveniences, interruptions in use or enjoyment or property, damage to Lots, Common Areas, and/or Facilities, and/or health issues. The Declarant, the Developer, each Builder, and the Association shall have no liability with respect to such cellular tower or any damage, injury, or emission arising from or in connection with such cellular tower. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND ACCEPTS THAT (I) SUCH OWNER IS PURCHASING A LOT IN A SUBDIVISION LOCATED IN CLOSE PROXIMITY TO AN EXISTING OR FUTURE PLANNED CELLULAR TOWER AND/OR CELLULAR TOWER SITE, AND (II) NOISE AND/OR OTHER EMISSIONS AND RISK OF DAMAGE TO NEARBY PERSONS OR PROPERTY MAY BE ASSOCIATED WITH OR ARISE FROM THE CELLULAR TOWER AND/OR CELLULAR TOWER SITE. BY ACQUIRING TITLE TO A LOT OR OTHERWISE ENTERING INTO ANY PORTION OF CRESSWIND AT HAMMOCK OAKS, EACH PERMITTED USER SHALL BE DEEMED TO HAVE (I) ASSUMED ALL RISKS ASSOCIATED WITH SUCH PROXIMITY TO THE CELLULAR TOWER AND/OR CELLULAR TOWER SITE, AND (II) FULLY RELEASED THE DECLARANT, THE DEVELOPER, BUILDERS, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY ARISING FROM OR IN CONNECTION WITH SUCH CELLULAR TOWER AND/OR CELLULAR TOWER SITE.

3.8 Reciprocal Easement Agreement. Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that CRESSWIND AT HAMMOCK OAKS is subject to the Reciprocal Easement Agreement, recorded as Instrument # 2024099501 in Official Records Book 6387, Page 238, of the Public Records (as amended and/or supplemented, the "Reciprocal Easement Agreement"). The Reciprocal Easement Agreement includes, but is not limited to, certain construction, access, ingress, egress, signage, traffic signal, stormwater line, and drainage easements for third parties over, upon, and across portions of CRESSWIND AT HAMMOCK OAKS and within the vicinity of CRESSWIND AT HAMMOCK OAKS, certain operation, maintenance, repair, and replacement obligations, and certain cost-sharing and insurance obligations (as provided therein). Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees the Reciprocal Easement Agreement authorizes individuals who are not Owners to have certain access and drainage rights over a portion of CRESSWIND AT HAMMOCK OAKS, as described therein. Any costs associated with the Association's obligations under the Reciprocal Easement Agreement (if any) shall constitute a part of the Operating Expenses. For more information, Owners should refer to the Reciprocal Easement Agreement.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, prior to the Community Completion Date, any amendment to this Declaration or the other Governing Documents shall require the prior written consent of the Declarant. 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. Notwithstanding any other provision of this Declaration to the contrary, so long as KH shall own any Lot (and to the extent KH is not the Declarant, if ever), KH's prior written consent shall be obtained prior to effectuating any amendment to the Governing Documents.

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 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 AT HAMMOCK OAKS; (ii) additions or deletions from CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 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 AT HAMMOCK OAKS. 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 AT HAMMOCK OAKS.

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 AT HAMMOCK OAKS (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 AT HAMMOCK OAKS shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such lands proposed to be withdrawn (if such record title owner is not the Declarant), no consent to such withdrawal shall be required from any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from CRESSWIND AT HAMMOCK OAKS.

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 AT HAMMOCK OAKS and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and easements. 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 AT HAMMOCK OAKS that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant and 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 and revitalized for successive terms in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, following the Community Completion Date, the members of the Association 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 (subject to the terms hereof regarding the Developer). 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. From and after Turnover, Class A members shall include the Developer to the extent the Developer owns any Lot. 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. Prior to the Turnover, the Developer shall not be a member of the Association, and thus shall not have any Voting Interests prior to such time. From and after the Turnover, the Developer shall be a Class A member and shall have Voting Interests equal to one (1) vote for each Lot owned by the Developer.

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" means 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 AT HAMMOCK OAKS are conveyed to members other than the Declarant and Builders; 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 (2024).

7.4 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, the Developer, or any Builder, or conflict with the provisions of this Declaration or the other Governing Documents.

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 AT HAMMOCK OAKS for various public purposes or for the provision of telecommunications systems, or to make any portions of CRESSWIND AT HAMMOCK OAKS part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of CRESSWIND AT HAMMOCK OAKS. 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 Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas, as the Declarant determines in its sole discretion. Certain 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(s), 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 Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant and Builders 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, the Developer, KH (in the event KH is no longer the Declarant), or any other permittee authorized by the Declarant, of any permit required by a governmental agency in connection with the development of CRESSWIND AT HAMMOCK OAKS, as modified and/or amended. The Association shall cooperate with the Declarant, the Developer, KH, 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, the Developer, KH, 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, Declarant's assignees, the Developer, 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(s);

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, the Developer, the District, Builders (subject to Declarant's approval), and their respective successors and assigns in, to, upon and over all of the Common Areas and Facilities 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 and/or Facilities for construction vehicles and equipment. These easements shall run in favor of the Declarant, the Developer, the District, Builders, and their respective employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

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

9.4.2.5 in the event 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. The foregoing rights afforded to the Declarant in this Section 9.4.2.5 shall also apply to and benefit Builders;

9.4.2.6 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; and

9.4.2.7 a perpetual, nonexclusive drainage and access easement over the SMS in favor of the District for the maintenance of the SMS.

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 certain 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 AT HAMMOCK OAKS 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 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 and legal entities (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 persons or legal entities, 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 (with the consent of the Declarant prior to the Turnover Date) 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, the Declarant, or the District.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility, on behalf of such Owner and their Permitted Users, 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 AT HAMMOCK OAKS; and (v) design of any portion of CRESSWIND AT HAMMOCK OAKS. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, the Developer, Builders, 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, paraprofessionals' fees, and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, Facilities, and/or any other improvements within CRESSWIND AT HAMMOCK OAKS, 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 DEVELOPER, THE DISTRICT, THE BUILDERS AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT, THE DEVELOPER, AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND CRESSWIND AT HAMMOCK OAKS.

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 paraprofessionals' 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 all or any portion of CRESSWIND AT HAMMOCK OAKS. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas, Facilities, Lots, and other applicable portions of CRESSWIND AT HAMMOCK OAKS shall be used in accordance with this Declaration and Rules and Regulations, 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, KH, and the Developer Not Subject to Rules and Regulations. Notwithstanding any other provision in this Declaration to the contrary, the Rules and Regulations shall not apply to the Declarant, KH (in the event KH is no longer the Declarant), and the Developer, or to any property owned by the Declarant, KH, or the Developer, and shall not be applied in a manner that would prohibit or restrict the development or operation of CRESSWIND AT HAMMOCK OAKS or adversely affect the interests of the Declarant, KH, and/or the Developer. Without limiting the foregoing, the Declarant, KH, the Developer, Builders, and/or their respective agents, contractors, and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within CRESSWIND AT HAMMOCK OAKS, 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

AT HAMMOCK OAKS owned by KH or its affiliates), general office and construction operations within CRESSWIND AT HAMMOCK OAKS; (iii) place, erect, or construct portable, temporary, or accessory buildings or structures within CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS; (v) post, display, inscribe, or affix to the exterior of any portion of the Common Areas, Facilities, or any other portions of CRESSWIND AT HAMMOCK OAKS, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of CRESSWIND AT HAMMOCK OAKS including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to CRESSWIND AT HAMMOCK OAKS by dredge or dragline, store fill within CRESSWIND AT HAMMOCK OAKS and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders (other than KH) pursuant to this Section 9.9.2 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

9.10 Public Facilities. CRESSWIND AT HAMMOCK OAKS may include one or more public facilities that may be dedicated to the Town or the County. A lift station(s) and/or pump station(s) located within the boundaries of CRESSWIND AT HAMMOCK OAKS may be dedicated to or installed by the Town as part of the waste water treatment system. All roadways within CRESSWIND AT HAMMOCK OAKS 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 Facilities; 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 legal entities 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 paraprofessionals' 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 Town, the County, and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Mail Delivery Center(s). 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 Center(s)"). The Declarant, in its sole discretion, may install (or cause the Developer to install) one or more Mail Delivery Centers 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 several individually locked mailboxes. No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or the Developer or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant or the Developer. 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. To the extent any Mail Delivery Centers are located with any Facilities or public right-of-way area, the Association is hereby granted an easement of ingress and egress across such areas for the purpose of regulating and maintaining such Mail Delivery Centers and the Owners and Occupants shall have an easement for access across such areas for the purpose of accessing and utilizing such Mail Delivery Centers.

9.15 Access Control System. The Declarant or the Developer may install a controlled access facility at one or more access points to CRESSWIND AT HAMMOCK OAKS. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for CRESSWIND AT HAMMOCK OAKS. 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 AT HAMMOCK OAKS. The Declarant hereby reserves for itself, KH (in the event KH is no longer the Declarant), the Developer, and their respective contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant or KH, as applicable, 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 and KH (in the event KH is no longer the Declarant) prior to the Community Completion Date. If the Association attempts to restrict or control access into CRESSWIND AT HAMMOCK OAKS or any portion thereof through means not approved by the Declarant and/or KH, the Declarant and/or KH may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant and/or KH, and the Declarant and KH shall have no liability in this regard. The foregoing rights of Declarant and KH shall extend through Turnover and shall survive so long as Declarant and/or KH, as applicable, owns any property within CRESSWIND AT HAMMOCK OAKS. 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, THE DEVELOPER, 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 OWNER, OCCUPANT AND ANY OTHER PERSON ENTERING INTO OR USING ANY PORTION OF CRESSWIND AT HAMMOCK OAKS SHALL ASSUME THE RISK OF DAMAGE TO VEHICLES OR PERSONS WHICH MAY BE CAUSED BY THE ACCESS CONTROL SYSTEM, AND THE DECLARANT, THE DEVELOPER, AND ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DAMAGES CAUSED BY THE ACCESS CONTROL SYSTEM. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, THE DEVELOPER, 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 Recreational Facilities.

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

9.16.1.1 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.

9.16.1.2 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 their equipment, jewelry or other possessions, including, without limitation, wallets, books, and clothing left in the Recreational Facilities.

9.16.1.3 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.

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

9.16.2 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.

9.16.3 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.

9.16.4 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 (jointly and severally with the Owner associated with 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 paraprofessionals' fees at trial and upon appeal.

9.16.5 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:

9.16.5.1 such person is not a Permitted User;

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

9.16.5.3 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, Permitted User, or to the Association; or

9.16.5.4 an Owner fails to pay Assessments due.

9.16.6 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 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.

9.16.7 Non-ADA Compliant Pool Disclosure. The community pool within CRESSWIND AT HAMMOCK OAKS 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 the Americans with Disabilities Act ("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.

9.16.8 Dog Park. The Declarant anticipates it may construct (or the Developer may construct) a dog park as part of the Recreational Facilities (the "Dog Park"). All provisions contained herein with respect to Recreational Facilities shall apply to the Dog Park, if constructed. The Association may adopt Rules and Regulations from time to time governing the Dog Park. Each Permitted User, by use of the Dog Park, acknowledges and agrees that unleashing a dog and being physically present at the Dog Park involves risks of injury to persons and dog(s), including, but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of proper training. Each Permitted User understands there is a risk that not all dogs present in the Dog Park are vaccinated for rabies or other diseases, which could result in injury to persons or dogs. Additional risks include, but are not limited to: dog fights; dog bites; negligence or irresponsibility of a dog owner; inability to predict a dog's reaction to movement, sounds, objects, persons, or other animals; actions by a dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting; theft or unlawful capture; escape over and under fences and gates; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become

lodged in a dog's coat, feet, eyes, nose, or ears; insects such as mosquitoes, spiders, ticks, chiggers, fleas and other pests; wildlife such as foxes, deer, raccoons, opossums, mice, rats, coyotes, turtles, bears, and other animals; inclement weather; acts of God; traffic on nearby streets; and all other circumstances inherent to dog activities or outdoor activities. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH DOG PARK. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE SAFETY OF PERSONS OR ANIMALS USING THE DOG PARK. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY AND THE SAFETY OF THEIR PETS.

9.16.9 Trail System. A trail system of multi-use paths may exist within CRESSWIND AT HAMMOCK OAKS (the "Trail System"). The Association shall maintain and landscape such Trail System within CRESSWIND AT HAMMOCK OAKS, which costs shall be Operating Expenses. Each Permitted User, by use of, or occupancy within, any portion of CRESSWIND AT HAMMOCK OAKS, 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, THE DEVELOPER, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF THE TRAIL SYSTEM. ANY PERSON USING SUCH TRAIL SYSTEM, AND EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE ASSOCIATION, THE DEVELOPER, AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH TRAIL SYSTEM.

9.16.10 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.

9.17 Water Mains and Damage to Common Areas. In the event the County, the Town, 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 Town'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 Town. 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 Town.

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 within Lots. 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 (one time per year or as otherwise determined by the Board), trimming of trees and shrubs less than ten feet (10') tall, 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. EACH OWNER SHALL BE RESPONSIBLE FOR ROUTINELY TRIMMING ALL TREES WITHIN THEIR LOT AND THE IMMEDIATELY ADJACENT RIGHT-OF-WAY WHICH EXCEED TEN FEET (10') IN HEIGHT. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance shall be 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 any development agreement (if any), including, but not limited to, fertilizer restrictions and requirements (if any and as applicable). Except as otherwise provided herein, all

costs and expenses pertaining to such landscaping restrictions and requirements shall be Operating Expenses.

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, the Developer, or a Builder, 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, the Developer, or a Builder, 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 and the adjacent right-of-way, 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 be Operating Expenses, 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 and the adjacent right-of-way 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 Town 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 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. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES AND IRRIGATION FACILITIES MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES.

10.3 Roadways. All roadways within CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS shall be 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 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. 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 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 a Permitted User or other persons utilizing any portion of CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS. Such areas may abut, or be proximate to, CRESSWIND AT HAMMOCK OAKS, 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; Reclaimed Water. The costs associated with irrigation water usage for all Lots and Common Areas shall be Operating Expenses. 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. If required by the County or the Town, reclaimed or reuse irrigation water may be used within CRESSWIND AT HAMMOCK OAKS and the Association shall have the right to enter into a Reclaimed Water Use Agreement or other agreement with the County or the Town from time to time to provide reclaimed or reuse irrigation water to Lots, the Facilities, and/or the Common Areas. EACH OWNER ACKNOWLEDGES THAT SOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE OPERATING EXPENSES.

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. 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 any portion of CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS (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, including Perimeter Walls/Fences located within Lots. The Association shall perform any such maintenance, repairs, or replacement of the Perimeter Walls/Fences 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 AT HAMMOCK OAKS (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 or Lots 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 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 AT HAMMOCK OAKS or adjacent to the boundaries of CRESSWIND AT HAMMOCK OAKS, as set forth in (i) the Reciprocal Easement Agreement, (ii) that certain "Restrictive Covenant Agreement" recorded as Instrument # 2024099502 in Official Records Book 6387, Page 270 of the Public Records, as amended or supplemented from time to time, which shall include, without limitation, various commercial use restrictions for portions of CRESSWIND AT HAMMOCK OAKS and property located adjacent and within close proximity to CRESSWIND AT HAMMOCK OAKS, and (iii) 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 AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS, 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 OPERATING EXPENSES.

11. Maintenance by Owners. Except as otherwise expressly provided in Section 10 of this Declaration, 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 AT HAMMOCK OAKS by the record title owner of the applicable Lot. No tree installed by the Declarant, the Developer, or a Builder on any Lot or the adjacent right-of-way 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 AT HAMMOCK OAKS. If any such tree located on an Owner's Lot, or the right-of-way located immediately adjacent to such 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 (or the Owner of the Lot immediately adjacent to such tree if located within the right-of-way), 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, Homes, and/or adjacent right-of-way 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 responsible for maintaining all paved surfaces within any portion of their 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 AT HAMMOCK OAKS 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 their 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, which 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 Town, 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 for any expense incurred by the Association in connection with any damage to any sidewalk, driveway, or walkway caused by the negligent or willful acts of a Permitted User utilizing CRESSWIND AT HAMMOCK OAKS 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 their 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 Developer, KH (in the event KH is no longer the Declarant), the Builders, and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS, AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A 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 DEVELOPER, THE BUILDERS, AND THE ASSOCIATION 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. Except as provided in Section 10 with respect to the Association's landscape maintenance, each Owner shall be required to timely repair, maintain, pressure/soft wash, and 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, the Developer, or any Builder 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 AT HAMMOCK OAKS. 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 Roof Maintenance. Each Owner of a Home shall maintain, repair, and replace roofs of their Home, including shingles and roof decking and shall further be obligated to repair or replace roof trusses or other structural components of the roof. In the event an Owner does not perform such maintenance in compliance with this Section, the Association may perform the necessary maintenance 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 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ARC to the Owner of applicable Lot. of a Home

11.11 Water Mains and Improvements within Lots. In the event the County, the Town, 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 Town's installation, operation, maintenance, or repair of any utilities, water line, or sanitary sewer line or other maintenance conducted by the County or the Town, if applicable, then the Owner of the Lot upon which such driveway, landscaping, or other improvements are located or adjacent to such right-of-way upon which such improvements are located, shall be responsible to replace or repair such driveway, landscaping, or other improvement at such Owner's expense, if such expenses are not paid for by the County or the Town. 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.

11.12 Landscaping Inherent Conditions. The Association (by its consent hereto) and each Owner acknowledge and agree the Declarant, Developer, and/or a Builder has or will install trees, shrubs, plants and other landscaping in CRESSWIND AT HAMMOCK OAKS consistent with a landscape plan that meets or exceeds the requirements of the County Unified Land Development Code ("ULDC") and that such trees, shrubs, plants and other landscaping will mature, expand, decay and/or die from time to time. In addition, the Association and each Owner further acknowledge and agree the roots from such trees, shrubs, plants and other landscaping will grow and expand over time (collectively, "Root Growth"). Such Root Growth may expand, intrude under and potentially damage, among other things, sidewalks, driveways, drainage structures and pipes, walking paths, bike paths, sports courts, streets, drives, roads, roadways, bridges, gutters, curbs, paver bricks and other improvements located within CRESSWIND AT HAMMOCK OAKS (if any and as applicable). Such Root Growth, expansion, intrusion, decay and death are natural and expected conditions and occurrences, and shall be maintained and repaired in accordance with this Declaration. Declarant, Developer, and any Builder shall not have any liability or responsibility for losses (including, without limitation, personal injury and/or death) or damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), repair and/or replacement arising out of and/or resulting from the following (collectively, the "Landscaping Inherent Conditions"): (i) Root Growth, (ii) the maintenance and prevention of Root Growth or the lack of such maintenance and prevention, (iii) cracks, lifting, settlement, expansion, erosion and/or differential displacement in sidewalks, driveways, drainage structures and pipes, walking paths, bike paths, sports courts, streets, drives, roads, roadways, bridges, gutters, curbs, paver bricks and other improvements located within CRESSWIND AT HAMMOCK OAKS (if any and as applicable), and/or (iv) decay or death of trees, shrubs, plants and other landscaping regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, meet or exceed the minimum requirements of the ULDC. Accordingly, neither the Association nor any Owner shall have any claim whatsoever against the Declarant, Developer, or any Builder as a result of the foregoing, and the Association and each Owner (past, present, or future) hereby releases and agrees to hold harmless and indemnify the Declarant, Developer, and Builders, as well as each of the Declarant, Developer and Builders' respective partners, parents, affiliates, shareholders, directors, officers, employees, agents, vendors, successors and assigns, from and against any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, legal fees or attorney fees) related to, arising out of, and/or resulting from any of the Landscaping Inherent Conditions.

12. Use Restrictions. The following use restrictions shall apply to all Lots, except for any Lots owned by the Declarant, the Developer, or KH (in the event KH is no longer the Declarant). Each Owner, except

as otherwise expressly provided herein, must comply with the use restrictions below, subject to any limitations in Section 720.3045, Florida Statutes (2024) and Section 720.3035(1)(b), Florida Statutes (2024), as applicable:

12.1 Alterations and Additions. No material alteration, addition, or modification to a Lot or exterior of a 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS by a Permitted User. Owners may keep domestic pets as permitted by County or Town 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 vehicles utilized in connection with construction, development, improvement, installation, repair, sales, or operational activities by the Declarant, the Developer, Builders, or their employees, contractors, subcontractors, suppliers, consultants, or invitees.

12.4.1 Parking. Except as otherwise expressly provided herein, 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 AT HAMMOCK OAKS, except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area or the 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, including the private roadways. To the extent CRESSWIND AT HAMMOCK OAKS has any guest parking, Owners are prohibited from parking in such guest parking spaces. Except as otherwise permitted in Section 720.3075(3)(d), Florida Statutes (2024), no vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in CRESSWIND AT HAMMOCK OAKS except during the period of delivery of goods or during the provision of services. Notwithstanding anything contained herein to the contrary, no provision of this Declaration shall be construed as prohibiting an Owner or its Permitted User(s) from parking their personal vehicles, including pickup trucks, in such Owner's driveway, or in any other area at which such Owner (or its Permitted User) has a right to park as governed by state, County, and municipal regulations, so long as such vehicles are not "**Commercial Motor Vehicles**" (as defined in Section 320.01(25), Florida Statutes (2024)). Roadways within CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS, 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 Motor Vehicle, limousine, recreational vehicle, all-terrain vehicle (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 AT HAMMOCK OAKS except in the garage of a Home or as otherwise permitted in accordance with Section 720.3045, Florida Statutes (2024) and Section 720.3075, Florida Statutes (2024). No vehicles with missing or expired tags or registrations shall remain within CRESSWIND AT HAMMOCK OAKS except in the garage of a Home. No vehicles displaying commercial advertising or a "for sale" sign shall be parked within the public view, except as otherwise permitted in Section 720.3075(3)(b), Florida Statutes (2024). 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 AT HAMMOCK OAKS, 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, the Developer, Builders, or their subcontractors, suppliers, or consultants. Further, notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions are subject to Sections 720.3045 and 720.3075, Florida Statutes (2024).

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(s) the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association, the Declarant, the Developer, 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, boats, watercraft, 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 OR THE DECLARANT BE OBLIGATED TO OR BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN CRESSWIND AT HAMMOCK OAKS.

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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS. 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 (2024). 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 AT HAMMOCK OAKS.

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, their family, guests, invitees, licensees, employees, and agents, or to property of Owner, their family, guests, invitees, licensees, employers, and agents from the use of golf carts within CRESSWIND AT HAMMOCK OAKS. By acceptance of a deed to a Lot, each Owner waives any and all claims or causes of action which he or she, their family, guests, invitees, licensees, employees, or agents may have against the Declarant, the District, and the Association 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 AT HAMMOCK OAKS 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/or re-sale of a Home or Lot, sale or re-sale of other property owned by the Declarant or KH, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within CRESSWIND AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS. No solicitors of a commercial nature shall be allowed within CRESSWIND AT HAMMOCK OAKS, 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 by the Declarant or Builders. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, 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 AT HAMMOCK OAKS 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 or vendor 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 or the Declarant, if any. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout CRESSWIND AT HAMMOCK OAKS.

12.10 Decorations. Except as otherwise permitted herein, 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 AT HAMMOCK OAKS 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 or the Board 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 AT HAMMOCK OAKS).

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

12.12 Drainage System. Drainage Improvements (as defined below) may be part of the Facilities, the Common Areas, and/or Lots. After Drainage Improvements are installed by the CDD, the Declarant, the Developer, or a Builder, 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 Town, the County, SJRWMD, or other governing body having jurisdiction over CRESSWIND AT HAMMOCK OAKS. 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, THE DEVELOPER, BUILDERS, AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

12.14 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. Except as installed by Declarant, no chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences 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 for repairs or as otherwise provided herein.

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

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

12.17 Garbage Disposal. Trash collection, recycling collection, and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, recycling 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 their garbage and trash in garbage cans and trash containers and/or recycling containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash and recycling 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 AT HAMMOCK OAKS.

12.18 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.

12.19 Irrigation; Water Staining; Reclaimed 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 portions of CRESSWIND AT HAMMOCK OAKS. 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. The Association may use reclaimed or reuse water for irrigation purposes. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facility 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 TOWN, THE COUNTY, AND/OR THE ASSOCIATION, IF AND AS APPLICABLE.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2024), 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.

12.21 Lawful Use. No immoral, improper, offensive, unlawful, or obnoxious use shall be made in any portion of CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association. No Lease Agreement may be for a term of less than nine (9) 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, their 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.

12.23 Mailboxes and Lampposts. No mailbox shall be installed by an Owner. 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.

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

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

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

12.27 Paint. The exterior of each Home 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.

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

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

12.30 Roofs, Driveways, and Pressure Washing/Soft Washing. Roofs, exterior surfaces, and/or pavement, including, but not limited to, walkways, sidewalks, and driveways, shall be pressure washed/soft washed by the Owner of the Lot within thirty (30) days from the date of such 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. 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.

12.31 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior

written approval thereof being first 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 AT HAMMOCK OAKS. 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.

12.32 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.

12.33 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 AT HAMMOCK OAKS, including, without limitation, any Home or Lot, that is visible from the outside; provided, however, any Owner may display in a respectful manner up to two (2) of the following portable and 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 (2024). Flags permitted by this Section may not exceed four and one-half feet (4 ½') by six feet (6'). Further, in accordance with Section 720.304, Florida Statutes (2024), Owners may display a sign of reasonable size provided by a contractor for security services within ten (10') feet of any entrance to the Home, which sign shall not to exceed six inches (6") by six inches (6") in size.

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 (2024). 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 (2024). 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 Town, 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, KH, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees, and assigns the right, privilege, and easement to construct, place, and maintain upon any property within CRESSWIND AT HAMMOCK OAKS such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, and sale of Lots and Homes. Notwithstanding anything to the contrary herein, the exercise by a Builder (other than KH, if KH is no longer the Declarant) of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content, and design of such Builder's signs and flags within CRESSWIND AT HAMMOCK OAKS. Within sixty (60) days of the final sale of the last Home owned by a Builder within CRESSWIND AT HAMMOCK OAKS, the Builder shall remove from CRESSWIND AT HAMMOCK OAKS any marketing materials installed by such Builder (if any) including, but not limited to,

flags banners, placards, and signage. The Declarant reserves the right to institute a signage plan for CRESSWIND AT HAMMOCK OAKS, which such signage plan must be complied with by all Builders (other than KH, in the event KH is no longer the Declarant).

12.34 Social Media. The Association may create an official social media page, forum or website for CRESSWIND AT HAMMOCK OAKS. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 Developer, Builders, 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 AT HAMMOCK OAKS, the Declarant, the ARC or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager (as defined herein) is responsible for monitoring any social media page(s) for CRESSWIND AT HAMMOCK OAKS. 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.

12.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of CRESSWIND AT HAMMOCK OAKS 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.

12.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained 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.

12.37 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 Board. 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 AT HAMMOCK OAKS, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.38 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of CRESSWIND AT HAMMOCK OAKS 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.

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

12.40 Swimming, Fishing, Docks, and Boating. Swimming and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of CRESSWIND AT HAMMOCK OAKS. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any retention/detention areas and/or any other water bodies within CRESSWIND AT HAMMOCK OAKS.

12.41 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 AT HAMMOCK OAKS or adjoining properties. No above-ground pools shall be permitted on any Lot.

12.42 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 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.

12.43 Use of Homes. Each Home is restricted to residential use by Permitted Users. This Section 12.43 shall not apply to Builders.

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

12.45 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

12.46 Wetlands and Mitigation Areas. If the Facilities or Common Areas include one or more preserves, upland conservation areas, buffers, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without 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.

12.47 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.

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

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

14. Responsibility for Insurance, Repair, and Replacement.

14.1 Association Insurance.

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

14.1.2 Liability Insurance. The Association shall procure for the Common Areas only 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 Insurance Required under the Reciprocal Easement Agreement. The Association shall procure and maintain insurance in the amount and as required under the Reciprocal Easement Agreement (if and as applicable).

14.1.5 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.

14.1.6 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 their 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**"). 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 reasonable 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 reasonable 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 reasonable 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 their 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 AT HAMMOCK OAKS.

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, the Developer, 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, the Developer, 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 (2024), 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 (2024), 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 the 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, the Developer, and Builders have No Liability. Notwithstanding anything to the contrary in this Declaration, the Declarant, the Developer, Builders, and their respective officers, directors, shareholders, and any related persons or legal entities 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 AT HAMMOCK OAKS shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas and the Facilities, as applicable, 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 (2024);

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 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 Developer, Builders, the District, and/or the Association as reserved in this Declaration and the other Governing Documents, 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, the Developer, Builders, 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 and other Easements. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and the District, and their respective nominees, affiliates, and designees over, upon, across, and under CRESSWIND AT HAMMOCK OAKS as may be required in connection with the development of CRESSWIND AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS, 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 Town. Without limiting the foregoing, the Declarant specifically reserves for itself and for Builders, and their affiliates, Contractors, designees, subcontractors, suppliers, and consultants, the right to use all paved roads and rights of way within CRESSWIND AT HAMMOCK OAKS 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 and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builders use of the Common Areas or Facilities. The Declarant and Builders intend to use the Common Areas and Facilities for sales of Lots and Homes. Further, the Declarant and its affiliates may market other residences and properties located outside of CRESSWIND AT HAMMOCK OAKS from the Declarant's sales facilities located within CRESSWIND AT HAMMOCK OAKS. The Declarant and Builders have the right to use all portions of the Common Areas and Facilities in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. 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 and other applicable utility providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within CRESSWIND AT HAMMOCK OAKS. 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 AT HAMMOCK OAKS.

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 AT HAMMOCK OAKS (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 AT HAMMOCK OAKS (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 Developer, the Association, the District, and their designees, SJRWMD, the County, the Town, and/or any governmental agency having jurisdiction over CRESSWIND AT HAMMOCK OAKS over, across, and upon CRESSWIND AT HAMMOCK OAKS for drainage, irrigation, and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges, or landscaping plants other than grass, except for (i) improvements installed by the Declarant, the Developer, Builders, or the District, (ii) landscaping of the SMS, (iii) as required by the District, the County, the Town, 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through CRESSWIND AT HAMMOCK OAKS 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 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, the Developer, and/or Builders within the Utility Easement(s). 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. All fences installed by or on behalf of an Owner must be in compliance with the Community Standards. 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 (2024).

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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

15.12 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of CRESSWIND AT HAMMOCK OAKS, 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.

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

16. Hammock Oaks Community Development District.

16.1 Generally. Portions of CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS (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 Lake County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report 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 the Owner's Lot. Failure to pay such sums may result in loss of an Owner's 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, perimeter 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 and legal entities 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. 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 AT HAMMOCK OAKS 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 Areas. THE FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE DEVELOPER, BUILDERS, THE CDD, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN CRESSWIND AT HAMMOCK OAKS; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE DEVELOPER, BUILDERS, 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 DEVELOPER, BUILDERS, 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 DEVELOPER, BUILDERS, 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 DEVELOPER, BUILDERS, 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 AT HAMMOCK OAKS. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN CRESSWIND AT HAMMOCK OAKS MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

16.8 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 the Association an easement of ingress and egress across their 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.

16.9 Blanket Easement in Favor of the District. The District shall also have blanket easements necessary for District operations, maintenance, repairs, and replacements over, above, across, and under CRESSWIND AT HAMMOCK OAKS. Without limitation of the foregoing, the District is hereby granted a non-exclusive easement across all property that is subject to this Declaration, including, but not limited to, the rights of ingress and egress for District purposes as well as the rights to construct, install, acquire, operate, maintain, repair and replace any Facilities. The easement shall permit, without limitation, all construction, maintenance, inspection, monitoring, and replacement activities of the District. Notwithstanding any other provisions herein to the contrary, such easements shall be limited to the area upon which such SWMS or other improvements are actually located, along with any such distance necessary therefrom in order for the District to perform its required obligations, as further provided herein. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Lot encumbered by the easement and shall not unreasonably interfere with the Owner's use of the Home as a residence.

16.10 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.

or disapprove all architectural, landscaping, and improvements within CRESSWIND AT HAMMOCK OAKS 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 AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING CRESSWIND AT HAMMOCK OAKS. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW CRESSWIND AT HAMMOCK OAKS 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 its Contractors and employees 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 or a Builder (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. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, submittal to, and review and approval from, the ARC shall not be required for (a) any changes, replacements, alterations, or improvements to the interior of a Home that are not visible from the frontage of the Lot, an adjacent Lot, or any adjacent Common Area; or (b) any plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system if such system is (i) not visible from the Lot's frontage, an adjacent Lot, or any portion of the Common Area, and (ii) substantially similar to a system approved or recommended by the Association or the ARC.

19.8 Procedure. In order to obtain the approval of the ARC, each Owner and Builder (except KH, in the event KH is no longer the Declarant) 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 ARC must provide written notice to the applicable Owner stating with specificity the rule or covenant on which the ARC relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant. Upon any such disapproval by the ARC, 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 and Builder (except KH, in the event KH is no longer the Declarant) 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS shall be kept clear of construction vehicles, construction materials, and debris at all times. Except for construction trailers and offices used by the Declarant or its assigns or designees (or KH in the event KH is no longer the Declarant), no construction office or trailer shall be kept in CRESSWIND AT HAMMOCK OAKS and no construction materials shall be stored in CRESSWIND AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS.

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 AT HAMMOCK OAKS. 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 paraprofessionals' fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community 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 paraprofessionals' 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 whether 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, KH, 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, 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 paraprofessionals' 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. The following provisions shall be subject to any limitations in Section 720.305, Florida Statutes (2024), as applicable:

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 Developer, any Builder, the District, or the Association from exercising its rights or performing its responsibilities hereunder;

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

20.1.5 Impede the Declarant, the Developer, or any Builder from proceeding with the construction or sale of Homes or completing the development of CRESSWIND AT HAMMOCK OAKS;

then the Declarant, the District, the Developer, the Association, and/or any affected Builder, 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 paraprofessionals' fees at all levels including appeals, collections, and bankruptcy, incurred shall be immediately payable by the Owner and may be collected and lienable by the applicable party incurring such costs in the same manner as an Individual Assessment, subject to any applicable limitations in Section 720.305, Florida Statutes (2024).

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 AT HAMMOCK OAKS, 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 Permitted User, 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 paraprofessionals' 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, subject to any limitations in Section 720.305, Florida Statutes (2024).

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 Developer, the District, the Builders, the Association, and/or the ARC pursuant to any terms, provisions, covenants, or conditions of the Governing Documents, 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, the Developer, the District, and Builders 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, 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 or Builders 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 (2024), 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 (2024), 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 written 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 (2024), and must include (i) a description of the infraction(s) or violation(s), (ii) the specific action required to cure such infraction(s), (iii) the date and location of the hearing, and (iv) access information if such hearing will be held by telephone or other electronic means. The hearing of the Violations Committee must be held within ninety (90) days after issuance of the notice of violation. If the Association imposes a fine or suspension, the Board must provide written notice of such fine or 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

17. Assessments.

17.1 General. Each Owner (to the extent required herein), by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established, and collected from time to time by the Association (collectively, the "Assessments"). As Vacant Lots and Spec Lots (as such terms are 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. Notwithstanding anything herein to the contrary, with respect to any Assessments levied against Lots owned by the Developer, KH shall have the right (but not the obligation, subject to any separate agreement between KH and the Developer) to pay all such Assessments owed with respect to such Lots owned by the Developer (including, without limitation, any Vacant Lots).

17.2 Purpose of Assessments. The Assessments shall be used for, among other things, the purpose of operating and maintaining the Association and CRESSWIND AT HAMMOCK OAKS. 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 either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interests, 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, repaired, and/or replaced by the Association (the "Reserves"), including, without limitation, any applicable 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 (2024), and shall 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 (other than a Builder, as applicable) shall pay Operating Expenses, Special Assessments, and Reserves (as applicable) 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 other than Builders, 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 other than Builders. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by the Declarant or a Builder (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 other than Builders. 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 or a Builder to an Owner other than a Builder, 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, the Developer, or Builders 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 shall be allocated to each Owner other than Builders, as provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association. The Declarant, the Developer, and Builders 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 Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots, 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, (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 Lots owned by the Declarant, including Vacant Lots and Spec Lots. The Declarant shall not be assessed for Reserves, Individual Assessments, or Special Assessments, even after the Turnover. Upon transfer of title of a Home owned by the Declarant or a Builder, the Home shall be assessed in the amount established for Homes owned by Owners (other than Builders), 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 (2024). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2024), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. Annual budgets shall be prepared and adopted by the Board. Assessments shall be payable 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 (2024). 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 or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) (the "Initial Contribution"). The Initial Contribution shall not be applicable to conveyances from the Declarant to a Builder. 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 AT HAMMOCK OAKS, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves, support costs, and start-up costs. Further notwithstanding anything contained herein to the contrary, no Initial Contribution shall be due upon the conveyance of a Lot between the Declarant and the Developer.

17.12 Resale Contribution. After the Lot has been conveyed to the first purchaser by the Declarant or a Builder, there shall be collected from the purchaser 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 or a Builder. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CRESSWIND AT HAMMOCK OAKS, including, without limitation, future and existing capital improvements, Operating Expenses, budgeted Reserves, support costs, and start-up costs. Further notwithstanding anything contained herein to the contrary, no Resale Contribution shall be due upon the conveyance of a Lot between the Declarant and the Developer.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot 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 paraprofessionals' fees and costs 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 in the Public Records. 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 paraprofessionals' 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 (2024). 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 simple interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum.

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 simple 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 paraprofessionals' fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees and paraprofessionals' 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. In addition, the Board shall have the right to exempt any portion of CRESSWIND AT HAMMOCK OAKS from Assessments, provided that such part of CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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; Advances from 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, paraprofessionals' 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, paraprofessionals' 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. 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, Builders, 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, to Owners, Builders, and Lenders current copies of the Governing Documents.

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

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

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

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

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

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

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

19. Architectural Control.

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

19.2 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 AT HAMMOCK OAKS. Accordingly, the ARC shall have the right to approve

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 and in accordance with Section 720.305, Florida Statutes (2024). 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 seven (7) 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, or fulfill a suspension, or the date by which a fine must be paid.

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. In the event a violation has not been cured prior to the applicable hearing or as authorized pursuant to Section 720.305(2), Florida Statutes (2024), any fines imposed for such violation shall be paid not later than thirty (30) days after receipt of notice of the imposition of the fine(s). 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.

20.7 Abatement; Right of Entry. In addition to (and without any limitation of) the foregoing rights and remedies and any other rights and remedies available at law or in equity, whenever any Lot or portion thereof or improvement thereon is in violation of this Declaration, including without limitation, in the event any improvement which is constructed by or on behalf of an Owner in violation of the Community Standards or other Governing Documents, or in the event any portion of a Lot and/or Home has fallen into disrepair and/or has not been maintained as required by the Governing Documents, then in such event, the Association and its agents shall have the right (but not the obligation), to enter upon the Lot where such violation, damage, or destruction exists and summarily abate, remove, or correct the same at the expense of the Owner of such Lot. Any such entry, abatement, removal, restoration, or construction work by the Association shall not be deemed a trespass. Except in the event of an emergency as determined by the Board in its reasonable discretion (which shall not require prior notice), entry by the Association to conduct any such abatement, removal, restoration, or construction may be made upon three (3) days' prior notice to the respective Owner. All amounts expended by the Association, together with interest thereon at the rate of eighteen percent (18%) per annum, and all costs and reasonable attorneys' and paraprofessionals' fees incurred by the Association, shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein.

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant and Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of CRESSWIND AT HAMMOCK OAKS and sales and re-sales of Lots, Homes, and/or other properties owned by the Declarant or others (as approved by the Declarant) outside of CRESSWIND AT HAMMOCK OAKS. 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 AT HAMMOCK OAKS, 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 and/or Builders, as applicable. The

Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date. To the extent KH is no longer the Declarant under this Declaration, and so long as KH owns any property within CRESSWIND AT HAMMOCK OAKS, KH shall have all rights, easements, authorizations, and privileges granted to Declarant in this Section, which rights may be exercised equally by KH on the same basis as the Declarant. Notwithstanding any other provision of this Declaration to the contrary, the exercise by a Builder (other than KH, in the event KH is no longer the Declarant) of the rights granted to Builders pursuant to this Section 21.1 shall be subject to the prior written approval by the Declarant as to the location, design and quality of all model homes, sales offices, trailers, and temporary structures used by such Builder (other than KH) within CRESSWIND AT HAMMOCK OAKS, which approval shall not be unreasonably withheld, conditioned or delayed.

21.2 Modification. The development and marketing of CRESSWIND AT HAMMOCK OAKS will continue as deemed appropriate in the Declarant's sole discretion, and nothing in the Governing Documents, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of CRESSWIND AT HAMMOCK OAKS 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, Builders, and their 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(s) or described herein, (ii) to plat or replat all or any part of CRESSWIND AT HAMMOCK OAKS 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 or if the Declarant does not own such lands, with the prior written consent of the record title owner of such land. 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 AT HAMMOCK OAKS, as determined by the Declarant in its sole discretion, to hold marketing, special, and/or promotional events within CRESSWIND AT HAMMOCK OAKS and/or on the Common Areas or Facilities without any charge for use. The Declarant, Builders, and their agents, affiliates, or assignees shall have the right to market CRESSWIND AT HAMMOCK OAKS in advertisements and other media by making reference to CRESSWIND AT HAMMOCK OAKS, including, but not limited to, pictures or drawings of CRESSWIND AT HAMMOCK OAKS, Common Areas, Lots, Parcels, the Facilities, and Homes. All logos, trademarks, and designs used in connection with CRESSWIND AT HAMMOCK OAKS are the property of the Declarant. To the extent KH is no longer the Declarant under this Declaration, and so long as KH owns any property within CRESSWIND AT HAMMOCK OAKS, KH shall have all rights, easements, authorizations, and privileges granted to Declarant in this Section.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and KH (if KH is no longer the Declarant) shall have the right, without charge, to use the Common Areas and Facilities for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the Declarant or KH outside of CRESSWIND AT HAMMOCK OAKS.

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, if 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 AT HAMMOCK OAKS 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 and the Association, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, 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 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 and/or the District, 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.

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

21.10 Additional Development. If the Declarant withdraws portions of CRESSWIND AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 AT HAMMOCK

OAKS or adjacent to or near CRESSWIND AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS 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, THE DEVELOPER, ANY BUILDER, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF CRESSWIND AT HAMMOCK OAKS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR OTHER PERMITTED USERS, 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 AT HAMMOCK OAKS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF CRESSWIND AT HAMMOCK OAKS 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 LAKE 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 LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF CRESSWIND AT HAMMOCK OAKS (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 TO A LOT, 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 LOT.

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 LAKE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND THE DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA.

21.16 Reliance. BEFORE ACCEPTING A DEED TO A LOT, 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 LOT, 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, THE DEVELOPER, AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR, AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT, THE DEVELOPER, AND BUILDERS; 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 AND THE DEVELOPER TO SUBJECT CRESSWIND AT HAMMOCK OAKS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, THE DEVELOPER, BUILDERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES, AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, THE DEVELOPER, BUILDERS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.17 Duration of Rights. The rights of the Declarant, the Developer, and KH (in the event KH is no longer 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, the Developer, or KH, as applicable, in an amendment to the Declaration recorded in the Public Records.

21.18 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of CRESSWIND AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS." No person or entity shall use the name "CRESSWIND AT HAMMOCK OAKS," 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 AT HAMMOCK OAKS name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "CRESSWIND AT HAMMOCK OAKS" in printed or promotional material where such term is used solely to specify that particular property is located within CRESSWIND AT HAMMOCK OAKS.

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. Further, without limiting the generality of the foregoing, if any part of the Declaration is not enforceable in accordance with its terms or would render other parts of the Declaration unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Declaration, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal (that the Declaration is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved. Notwithstanding anything contained herein to the contrary, in the event certain remedies for collection of Assessments or any other charges owed to the Association may be deemed unenforceable from time-to-time now or in the future, under no circumstances shall the Association's substantive right to receive payment of such Assessments or charges (or any portion thereof) be rendered unenforceable, invalid or inappropriate, and Association shall retain the right to receive such payments and enforce collection of same through all remedies available at law or in equity which are not otherwise declared unenforceable.

24.3 Execution of Documents. The Declarant's plan of development for CRESSWIND AT HAMMOCK OAKS 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 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 AT HAMMOCK OAKS, 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 AT HAMMOCK OAKS 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 DEVELOPER, BUILDERS, 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS, 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 CHILDREN OR 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 AT HAMMOCK OAKS 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 DEVELOPER,

BUILDERS, 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS 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 AT HAMMOCK OAKS. 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 persons or legal entities 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 persons or legal entities 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 AT HAMMOCK OAKS 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 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 AT HAMMOCK OAKS, 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 (2024), 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 (2024). 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 AT HAMMOCK OAKS or any lands or facilities outside of CRESSWIND AT HAMMOCK OAKS prior to the Turnover Date.

24.16 Right to Contract for Street Light and Other Lighting Services. The Declarant and/or the District 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 AT HAMMOCK OAKS. Prior to the Community Completion Date, all contracts between a Private Light Provider and the District shall be subject to the prior written approval of the Declarant. If any such contract is established with the District, any fees for such street light services payable to the Private Light Provider shall be District Maintenance Special Assessments.

24.17 Natural Gas Distribution System. CRESSWIND AT HAMMOCK OAKS 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 receive their natural gas service from a natural gas utility provider (the "**Gas Provider**"), and shall pay for the same and shall abide by the terms of a separate service agreement between the Owner and the Gas Provider. 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 THE GAS PROVIDER, (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 THE GAS PROVIDER, NOT THE DECLARANT, THE DEVELOPER, 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 CDD 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, THE DECLARANT, THE DEVELOPER, AND ANY BUILDER 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 AT HAMMOCK OAKS any 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 Town, or another governmental agency will be the ultimate responsibility of the CDD. The CDD may enter any Lot, Parcel, the Common Area, or the 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 ANY WETLAND 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 a 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 written 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 (2024).

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 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 must have the prior approval of SJRWMD.

25.3 Mitigation Area Monitoring. In the event CRESSWIND AT HAMMOCK OAKS 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 buffers, 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 Town,

SJRWMD, or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that become 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 MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND CONSERVATION AREAS IN CRESSWIND AT HAMMOCK OAKS; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE DISTRICT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT 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 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 AT HAMMOCK OAKS.

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 Plat(s). 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 PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH THE PERMIT ISSUED BY SJRWMD.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees 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, the Developer, or any Builder; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives, any Builder, or any Builder'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 their 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 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 and any Builder'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 or Builder, as applicable, may, at their sole election, include the Declarant's and/or Builder'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 paraprofessionals' 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, paraprofessionals' 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, paraprofessionals' 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 and Builders support 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 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 OR A BUILDER 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 and Alienation. 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 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) (the "Exemption"), and Chapter 760.29, Florida Statutes (2024), 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, without the consent of the Owners or any other person or entity (except the Declarant), for the purpose of maintaining this Section consistent with the Act and the regulations adopted pursuant thereto and any related judicial decisions, and otherwise complying with legal requirements for the Exemption.

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 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 are met nor shall any Owner permit Occupancy of the Home in violation of this Section. 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 are intended for the housing of persons fifty-five (55) years of age or older and that occupancy by any person under the age of eighteen (18) is prohibited, as set forth in this Section, which agreements or contracts shall be in writing and signed by the Lessee or purchaser and clearly

disclose 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 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 with respect to a Home. 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, including all requirements for compliance with the Exemption.

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 and the Lot for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Section, 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 and the Act, including policies regarding visitors, updating of age records, and 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 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. 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. 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.

27.4 Persons Eighteen (18) Years of Age or Younger. As long as CRESSWIND AT HAMMOCK OAKS falls within the Exemption, no persons eighteen (18) years of age or younger shall be allowed to permanently occupy any Home. Occupancy by the said individual(s) in any Home for more than twenty-one (21) days in any consecutive sixty (60) day period or more than thirty (30) days in any consecutive twelve (12) month period shall constitute "permanent occupancy". In addition, no persons eighteen (18) years of age or younger shall be allowed use of and access to the Common Areas, including, without limitation the Recreational Facilities, except as designated from time to time by the Board and then only subject to Rules and Regulations adopted by the Board.

27.5 Compliance and Indemnity. Each Owner shall be responsible for ensuring compliance of its Home with the requirements and restrictions of this Section and the Association rules adopted hereunder, by itself and by its Lessees and other Occupants of its 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, paraprofessionals' 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 7th day of August, 2025.

WITNESSES:

[Signature]
Print Name: Gabriela Rodriguez
Address: 420 Douglas Hill Dr
Lady Lake FL 32195

[Signature]
Print Name: KRISTIN PRIOR
Address: 420 DOUGLAS HILL DR
LADY LAKE, FL 32195

"DECLARANT"

KH CW HAMMOCK OAKS LLC, a Florida limited liability company

By: [Signature]
Print Name: Justin Allen
Title: Authorized Signatory

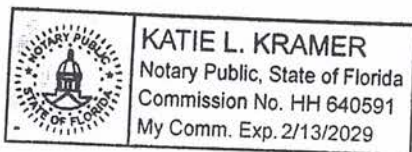
Address: 420 Douglas Hill Dr
Lady Lake, FL 32195

{COMPANY SEAL}

STATE OF Florida)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of August, 2025 by Justin Allen, as President of **KH CW HAMMOCK OAKS LLC**, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:



[Signature]
NOTARY PUBLIC
Print Name Katie L. Kramer

JOINDER

CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR CRESSWIND AT HAMMOCK OAKS (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 7th day of August, 2025.

WITNESSES:

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

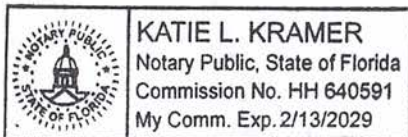
[Signature]
Print Name: Gabriela Rodriguez
Address: 420 Douglas Hill Dr
Lady Lake FL 32159
[Signature]
Print Name: KRISTIN PRIOR
Address: 420 DOUGLAS HILL DR
LADY LAKE, FL 32159

By: [Signature]
Name: Justin Allen
Title: President
Address: _____

STATE OF FLORIDA)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of August, 2025, by Justin Allen, as President of CRESSWIND HAMMOCK OAKS 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:



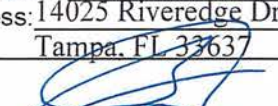
[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Katie L. Kramer

JOINDER

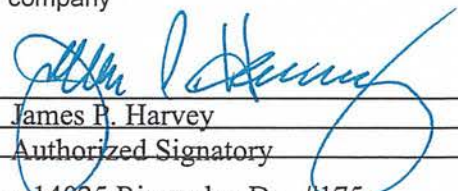
SK HAMMOCK OAKS LLC, a Delaware limited liability company (the "Developer") does hereby join in and consents to the COMMUNITY DECLARATION FOR CRESSWIND AT HAMMOCK OAKS (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Developer agrees this Joinder is for the purpose of evidencing Developers's joinder, consent and acceptance of the Declaration and for subjecting any land within CRESSWIND AT HAMMOCK OAKS owned by Developer to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7th day of August, 2025.

WITNESSES:


Print Name: Darlene Miklos
Address: 14025 Riveredge Dr., #175
Tampa, FL 33637

Print Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr., #175
Tampa, FL 33637

SK HAMMOCK OAKS LLC, a Delaware limited liability company

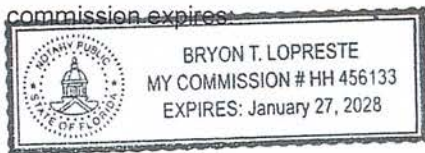
By: 
Name: James P. Harvey
Title: Authorized Signatory
Address: 14025 Riveredge Dr., #175
Tampa, FL 33637

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of August, 2025, by James P. Harvey as Authorized Signatory of SK HAMMOCK OAKS LLC, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:




NOTARY PUBLIC, State of Florida at Large

Print Name: Bryon T. LoPreste

EXHIBIT 1

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF COMMON AREA "U" / DRAINAGE EASEMENT, HAMMOCK OAKS PHASE 1A, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 83, PAGE 1, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 89°54'16" EAST, ALONG THE NORTHERLY LINE OF SAID HAMMOCK OAKS PHASE 1A, A DISTANCE OF 400.35 FEET TO THE WEST RIGHT OF WAY LINE OF ROLLING ACRES ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE SOUTH 0°18'07" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 657.70 FEET TO THE SOUTHERLY LINE OF SAID HAMMOCK OAKS PHASE 1A; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, ALONG THE SOUTHERLY LINE OF SAID HAMMOCK OAKS PHASE 1A THROUGH THE FOLLOWING FORTY-TWO (42) COURSES: 1) NORTH 89°54'16" WEST, A DISTANCE OF 1137.85 FEET; 2) THENCE NORTH 20°28'45" WEST, A DISTANCE OF 129.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 370.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 62°52'38" WEST, 85.61 FEET; 3) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°17'14", AN ARC LENGTH OF 85.81 FEET TO THE END OF SAID CURVE; 4) THENCE SOUTH 56°14'01" WEST, A DISTANCE OF 165.10 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 470.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 50°38'40" WEST, 91.55 FEET; 5) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°10'41", AN ARC LENGTH OF 91.69 FEET TO THE END OF SAID CURVE; 6) THENCE SOUTH 45°03'20" WEST, A DISTANCE OF 32.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 8°04'30" WEST, 30.08 FEET; 7) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°57'41", AN ARC LENGTH OF 32.27 FEET TO THE END OF SAID CURVE; 8) THENCE SOUTH 28°54'21" EAST, A DISTANCE OF 30.47 FEET; 9) THENCE SOUTH 61°05'39" WEST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°55'30" WEST, 39.94 FEET; 10) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°02'19", AN ARC LENGTH OF 46.27 FEET; 11) THENCE SOUTH 45°03'20" WEST, A DISTANCE OF 85.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°33'26" WEST, 216.72 FEET; 12) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'12", AN ARC LENGTH OF 217.34 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 19°59'23" WEST, 32.19 FEET; 13) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°08'18", AN ARC LENGTH OF 34.97 FEET TO THE END OF SAID CURVE; 14) THENCE SOUTH 18°35'52" EAST, A DISTANCE OF 16.96 FEET; 15) THENCE SOUTH 72°53'02" WEST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 66°26'18" WEST, 37.92 FEET; 16) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°38'39", AN ARC LENGTH OF 43.04 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 830.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 67°45'24" WEST, 101.83 FEET; 17) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°02'02", AN ARC LENGTH OF 101.90 FEET TO THE END OF SAID CURVE; 18) THENCE

SOUTH 17°10'11" EAST, A DISTANCE OF 20.01 FEET; 19) THENCE SOUTH 7°39'41" EAST, A DISTANCE OF 37.02 FEET; 20) THENCE SOUTH 0°10'55" WEST, A DISTANCE OF 137.65 FEET; 21) THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 8.72 FEET; 22) THENCE SOUTH 0°18'36" WEST, A DISTANCE OF 21.30 FEET; 23) THENCE NORTH 89°50'49" WEST, A DISTANCE OF 681.40 FEET; 24) THENCE NORTH 0°15'56" EAST, A DISTANCE OF 19.28 FEET; 25) THENCE NORTH 89°44'04" WEST, A DISTANCE OF 130.00 FEET; 26) THENCE NORTH 0°17'17" EAST, A DISTANCE OF 116.90 FEET; 27) THENCE NORTH 89°44'04" WEST, A DISTANCE OF 60.05 FEET; 28) THENCE SOUTH 0°15'56" WEST, A DISTANCE OF 305.16 FEET; 29) THENCE NORTH 89°44'04" WEST, A DISTANCE OF 130.00 FEET; 30) THENCE SOUTH 0°15'56" WEST, A DISTANCE OF 309.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 640.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 6°25'49" WEST, 137.46 FEET; 31) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°19'47", AN ARC LENGTH OF 137.72 FEET TO THE END OF SAID CURVE; 32) THENCE NORTH 85°37'27" WEST, A DISTANCE OF 208.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 352.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 7°12'56" EAST, 66.84 FEET; 33) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°53'44", AN ARC LENGTH OF 66.94 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 795.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 10°43'26" WEST, 343.92 FEET; 34) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°59'01", AN ARC LENGTH OF 346.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 68.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 14°23'07" WEST, 20.88 FEET; 35) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°39'40", AN ARC LENGTH OF 20.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 36.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 40°20'17" WEST, 41.07 FEET; 36) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°34'00", AN ARC LENGTH OF 43.71 FEET TO THE END OF SAID CURVE; 37) THENCE NORTH 75°07'17" WEST, A DISTANCE OF 107.54 FEET; 38) THENCE NORTH 80°50'18" WEST, A DISTANCE OF 344.74 FEET; 39) THENCE NORTH 0°00'00" EAST, A DISTANCE OF 323.42 FEET; 40) THENCE NORTH 10°58'36" WEST, A DISTANCE OF 44.11 FEET; 41) THENCE NORTH 10°19'52" EAST, A DISTANCE OF 89.15 FEET; 42) THENCE NORTH 34°40'08" WEST, A DISTANCE OF 401.95 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID HAMMOCK OAKS PHASE 1A, NORTH 40°11'47" EAST, A DISTANCE OF 158.72 FEET; THENCE NORTH 10°46'56" EAST, A DISTANCE OF 161.24 FEET; THENCE SOUTH 87°49'45" EAST, A DISTANCE OF 774.55 FEET; THENCE NORTH 62°17'42" EAST, A DISTANCE OF 465.58 FEET; THENCE NORTH 0°26'29" EAST, A DISTANCE OF 102.86 FEET TO THE NORTHERLY LINE OF SAID HAMMOCK OAKS PHASE 1A; THENCE ALONG THE NORTHERLY LINE OF SAID HAMMOCK OAKS PHASE 1A THROUGH THE FOLLOWING THIRTY (30) COURSES: 1) SOUTH 73°49'00" EAST, A DISTANCE OF 31.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 68.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 69°05'07" EAST, 11.22 FEET; 2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°27'44", AN ARC LENGTH OF 11.23 FEET TO THE END OF SAID CURVE; 3) THENCE SOUTH 64°21'15" EAST, A DISTANCE OF 28.51 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1125.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 67°10'10" EAST, 110.51 FEET; 4) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°37'49", AN ARC LENGTH OF 110.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 628.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 68°39'16" EAST, 29.15 FEET; 5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°39'36", AN ARC LENGTH OF 29.16 FEET TO THE END OF SAID CURVE; 6) THENCE NORTH 22°40'32" EAST, A DISTANCE OF 130.00 FEET TO

THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 758.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 49°10'03" EAST, 472.42 FEET; 7) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°18'51", AN ARC LENGTH OF 480.42 FEET; 8) THENCE SOUTH 31°00'37" EAST, A DISTANCE OF 662.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 770.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 45°47'39" EAST, 19.86 FEET; 9) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°28'39", AN ARC LENGTH OF 19.86 FEET TO THE END OF SAID CURVE; 10) THENCE NORTH 45°03'20" EAST, A DISTANCE OF 115.07 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 7°01'21" EAST, 30.81 FEET; 11) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°03'57", AN ARC LENGTH OF 33.19 FEET TO THE END OF SAID CURVE; 12) THENCE NORTH 31°00'37" WEST, A DISTANCE OF 26.30 FEET; 13) THENCE NORTH 58°59'23" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°58'39" EAST, 39.38 FEET; 14) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°56'03", AN ARC LENGTH OF 45.35 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 531.05 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 50°27'58" EAST, 106.63 FEET; 15) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°31'26", AN ARC LENGTH OF 106.81 FEET TO THE END OF SAID CURVE; 16) THENCE NORTH 56°14'01" EAST, A DISTANCE OF 119.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 12°36'42" EAST, 34.49 FEET; 17) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°14'38", AN ARC LENGTH OF 38.07 FEET TO THE END OF SAID CURVE; 18) THENCE NORTH 58°04'22" EAST, A DISTANCE OF 56.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 73°42'41" EAST, 33.71 FEET; 19) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°46'46", AN ARC LENGTH OF 36.99 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 430.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 76°59'09" EAST, 194.73 FEET; 20) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°10'25", AN ARC LENGTH OF 196.43 FEET TO THE END OF SAID CURVE; 21) THENCE SOUTH 89°55'39" EAST, A DISTANCE OF 442.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 45°13'41" EAST, 35.26 FEET; 22) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°41'20", AN ARC LENGTH OF 39.13 FEET TO THE END OF SAID CURVE; 23) THENCE NORTH 89°47'34" EAST, A DISTANCE OF 56.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°07'43" EAST, 35.67 FEET; 24) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°01'28", AN ARC LENGTH OF 39.72 FEET TO THE END OF SAID CURVE; 25) THENCE NORTH 88°52'03" EAST, A DISTANCE OF 18.32 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 31.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°16'36" EAST, 16.84 FEET; 26) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°33'57", AN ARC LENGTH OF 17.04 FEET TO THE END OF SAID CURVE; 27) THENCE NORTH 58°59'37" EAST, A DISTANCE OF 31.52 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 68.06 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°28'33" EAST, 36.34 FEET; 28) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 30°57'52", AN ARC LENGTH OF 36.78 FEET TO THE END OF SAID CURVE; 29) THENCE NORTH 89°57'29" EAST, A DISTANCE OF 8.21 FEET; 30) THENCE NORTH 0°23'02" EAST, A DISTANCE OF 421.79 FEET TO **THE POINT OF BEGINNING.**

THE ABOVE DESCRIBED LANDS CONTAIN: 64.086 ACRES, MORE OR LESS.

EXHIBIT 2
ARTICLES OF INCORPORATION



I certify from the records of this office that CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 22, 2024.

The document number of this corporation is N24000004882.

I further certify that said corporation has paid all fees due this office through December 31, 2024, 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, 624A00008818-042324-N24000004882-1/1, noted below.

Authentication Code: 624A00008818-042324-N24000004882-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of April, 2024


Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 22, 2024, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H24000146567. 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 N24000004882.

Authentication Code: 624A00008818-042324-N24000004882-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of April, 2024


Secretary of State



April 23, 2024

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC.
4807 PGA BOULEVARD
PALM BEACH GARDENS, FL 33418

The Articles of Incorporation for CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC. were filed on April 22, 2024, and assigned document number N24000004882. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H24000146567.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6000.

Neysa Culligan
Regulatory Specialist III
New Filings Section
Division of Corporations

Letter Number: 624A00008818

P.O BOX 6327 - Tallahassee, Florida 32314

(((H24000146567 3)))

ARTICLES OF INCORPORATION
OF
CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

(((H24000146567 3)))

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**ARTICLES OF INCORPORATION
OF
CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

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

1. Name of Corporation. The name of the corporation is CRESSWIND HAMMOCK OAKS 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 COMMUNITY DECLARATION FOR CRESSWIND HAMMOCK OAKS (the "Declaration") will be recorded in the Public Records of Lake County, Florida, and shall govern all of the operations of a community to be known as CRESSWIND HAMMOCK OAKS. 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, Builders, the Association, and the Owners.

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

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

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

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

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 HAMMOCK OAKS 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 HAMMOCK OAKS, 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 HAMMOCK OAKS, 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 HAMMOCK OAKS, 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 HAMMOCK OAKS, 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, Builders, 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. Prior to the Turnover Date, the Declarant (without a vote of the Board or the members), may increase or decrease the number of Directors on the Board to either three (3) or five (5) members. 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
Justin Allen	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Mark Bines	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Brian Valavicius	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 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, 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:	Justin Allen	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Vice President:	Mark Bines	4807 PGA Boulevard Palm Beach Gardens, Florida 33418
Secretary:	Brian Valavicius	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.

[Signature on the Following Page]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 22nd day of April, 2024.



Christian F. O'Ryan, Esq.
Incorporator
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

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 22nd day of April, 2024.

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 HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
CRESSWIND HAMMOCK OAKS HOMEOWNERS ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is CRESSWIND HAMMOCK OAKS 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 AT HAMMOCK OAKS (the "Declaration") relating to the residential community known as CRESSWIND AT HAMMOCK OAKS, recorded, or to be recorded, in the Public Records of Lake County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2024).

3. Members.

3.1 Voting Interests. Each Owner (including Builders) and the Declarant shall be a member of the Association; provided, however, the Developer shall not be a member of the Association until after the Turnover. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot (subject to the terms hereof regarding the Developer). There shall be one (1) vote appurtenant to each Lot owned by a Class A member. 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. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant and the Developer shall have Voting Interests equal to one (1) vote for each Lot owned by the Declarant or the Developer, as applicable. 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 (2024), 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 (2024), 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 AT HAMMOCK OAKS 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) 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. Until the Turnover, the Declarant (without a vote of the Board or the members), may increase or decrease the number of Directors on the Board to either three (3) or five (5) members. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2024), 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 (as defined herein) 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 (2024), any election dispute between a member and the Association shall be resolved by 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 (2024). 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 (2024). 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, to the extent required under Section 720.303(2), Florida Statutes (2024)..

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 the 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, and 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 AT HAMMOCK OAKS 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 ACC, 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 ACC 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 be 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 (as applicable); 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 (2024); 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 (2024), 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, prior to the Community Completion Date, any amendment to these Bylaws shall require the prior written consent of the Declarant or KH (in the event KH is no longer the Declarant). 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.

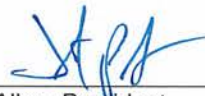
15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Justin Allen, do hereby certify that:

I am the duly elected and acting President of CRESSWIND HAMMOCK OAKS 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 7th day of August, 2025.


Justin Allen, President

(CORPORATE SEAL)

EXHIBIT 4
PERMIT

CRESSWIND AT HAMMOCK OAKS
Declaration



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

March 03, 2023

James Harvey
SK Hammock Oaks LLC
105 NE 1st St
Delray Beach, FL 33444-3807

SUBJECT: 194336-1
Hammock Oaks Phase 1

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on March 03, 2023. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bournique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Cole Oliver
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Robert Walpole
CHW, Inc.
11801 Research Dr
Alachua, FL 32615-6836

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

PERMIT NO: 194336-1

DATE ISSUED: March 03, 2023

PROJECT NAME: Hammock Oaks Phase 1

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 89.59-acre project known as Hammock Oaks Phase 1 as per plans received by the District on February 2, 2023, and revised sheet C2.16 of the plans received on March 1, 2023.

LOCATION:

Section(s): 19 Township(s): 18S Range(s): 24E
Lake County

Receiving Water Body:

Name	Class
landlocked basin	III Fresh

ISSUED TO:

SK Hammock Oaks LLC
105 NE 1st St
Delray Beach, FL 33444-3807

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

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

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

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated March 03, 2023

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

By: 

Nanette Church
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 194336-1
Hammock Oaks Phase 1
DATED March 03, 2023

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted.

The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

22. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
23. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
24. The proposed stormwater management system to be constructed and operated per the plans received by the District on February 2, 2023, and revised sheet C2.16 of the plans received on March 1, 2023.
25. An appropriate modification to the permit will be required prior to the placement of any impervious area not shown on the approved plans.
26. No impacts to wetlands or surface waters are authorized under this permit.
27. Prior to the construction of the activities authorized in this permit, per the approved plans, the permittee must install permanent conservation area signs along the landward side of the upland buffer abutting the offsite wetlands as indicated and detailed on Sheet C2.16 of the plans received by the District on March 1, 2023.
28. Any wetlands or surface waters outside the project boundaries of Phase 1 need to be field verified under any future modification.