

CERTIFICATE OF CLERK PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC:

THE FOLLOWING PLAT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF
MANATEE COUNTY, FLORIDA:

CONDOMINIUM	
BOOK	PAGE(S)
SUBDIVISION	
WOODLAND PRESERVE PHASE I-A	
BOOK 81	PAGE(S) PAGES 89 THRU 98
OWNER OF RECORD:	KH WOODLAND PRESERVE LLC
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	
BOOK:	PAGE(S):

ANGELINA COLONNESO
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY: _____

DEPUTY CLERK



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**COMMUNITY DECLARATION
FOR
WOODLAND PRESERVE**

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**WOODLAND PRESERVE
Declaration**

**COMMUNITY DECLARATION
FOR
WOODLAND PRESERVE**

THIS COMMUNITY DECLARATION FOR WOODLAND PRESERVE (this "**Declaration**") is made this 8th day of August, 2024, by KH WOODLAND PRESERVE LLC, a Florida limited liability company (the "**Declarant**"), joined by WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

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

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

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

"**ACC**" shall mean the Architectural Control Committee for WOODLAND PRESERVE established pursuant to Section 19.1 hereof.

"**Access Control System**" shall mean any system intended to control access to WOODLAND PRESERVE or any portion thereof, as may be constructed by the Declarant, as determined by the Declarant in its sole discretion. The Declarant is not obligated to, nor has it represented that it will, construct any Access Control System(s) within WOODLAND PRESERVE. The Declarant is the sole judge any Access Control System(s) constructed by the Declarant. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER (AS DEFINED HEREIN) AND THE OCCUPANT OF EACH HOME (AS SUCH TERMS ARE DEFINED HEREIN) ACKNOWLEDGES THE DECLARANT 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 AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

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

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

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

"Association" shall mean WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

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

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

"Common Areas" shall mean any and all real property interests and personalty within WOODLAND PRESERVE 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 Centers (as defined herein), any Retaining Walls (as defined herein), entrance features, buffer or landscaped areas, fountains, if any, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, private rights of way, irrigation facilities, sidewalks, street lights, and commonly used facilities. The Common Areas do not include any portion of the Facilities (as defined herein) which will be owned and/or controlled by the District (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 OR COMPONENTS THAT WOULD OTHERWISE BE CONSIDERED COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE DISTRICT AND SHALL COMPRISE PART OF THE FACILITIES. DISTRICT FACILITIES SHALL NOT INCLUDE COMMON AREAS.

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

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

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

"County" shall mean Manatee County, Florida.

"Declarant" shall mean KH WOODLAND PRESERVE 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 have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Except as otherwise provided in the instrument of assignment, in the event of a partial assignment of some, but not all, of the Declarant's rights

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Declaration

and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee.

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

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

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

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

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

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

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

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

"Home" shall mean a residential dwelling and appurtenances thereto constructed on a Lot. The term Home may not reflect the same division of property as reflected on the Plat(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.

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

references to "family members" of Owners or Lessees used in this Declaration shall mean "Immediate Family Members."

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

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

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

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

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

"Lot" shall mean 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" shall mean collectively any full or partial concept plan for the development of WOODLAND PRESERVE, 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 WOODLAND PRESERVE, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Occupy", **"Occupies"** or **"Occupancy"** unless otherwise specified in the Governing Documents, these terms shall mean staying overnight in a particular Home for at least ninety (90) total days in the subject calendar year. 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 (and shall include, without limitation, a Resident (as defined herein)).

"Operating Expenses" shall mean 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, private roadways, the Access Control System, the Recreational Facilities, the Retaining Walls, and the Mail Delivery Center(s); all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider or Private Street Light Provider (as defined herein), if any; the costs of any maintenance of facilities pursuant to any separate maintenance agreement between the Association and the District (if and as applicable); 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) furnished to Owners; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant; 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. If any of the foregoing items identified as possible

Operating Expenses are included as District Maintenance Special Assessments, the same shall not be included in Operating Expenses.

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

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

"Permit" shall collectively mean Permit No. 43003906.002 issued by SWFWMD (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 Immediate Family Members, guests and invitees, and **"Permitted Users"** shall collectively mean all of the foregoing.

"Plat" shall mean any plat of any portion of WOODLAND PRESERVE 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 WOODLAND PRESERVE, as such phase is added to this Declaration.

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

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

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

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

"Resident" shall mean each natural person who resides in a Home.

"Rules and Regulations" shall mean the Rules and Regulations governing WOODLAND PRESERVE 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 WOODLAND PRESERVE 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.

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

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

"Surface Water Management System" or "SWMS" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2023). The SWMS includes those works authorized by SWFWMD pursuant to the Permit. The SWMS will be operated and maintained by the District.

"SWFWMD" shall mean the Southwest Florida Water Management District.

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

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

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

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

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

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

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

"Wetland, Wetland Buffer, and Upland Preservation Areas" shall have the meaning set forth in Section 25.4 herein. The Wetland, Wetland Buffer, and Upland Preservation Areas will be part of the Facilities and will be owned and maintained by the CDD.

"WOODLAND PRESERVE" 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.

3. **Plan of Development.**

3.1 **Plan.** The planning process for WOODLAND PRESERVE is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents and other Agreements (as defined herein), the Declarant may and has the right to develop WOODLAND PRESERVE and adjacent property owned by the Declarant into residences comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, and other forms of residential dwellings as determined by 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 WOODLAND PRESERVE as finally developed.

3.2 **Governing Documents.** The Governing Documents create a general plan of development for WOODLAND PRESERVE which may be supplemented by additional covenants, restrictions and easements applicable to any portion of WOODLAND PRESERVE. Nothing in this Section shall preclude any Supplemental Declaration, any amendment, or other recorded covenants applicable to any portion of WOODLAND PRESERVE from containing additional restrictions or provisions that are more restrictive than

the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners and to all Occupants of Homes, as well as their respective 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. If there is any conflict between the Declaration, the Articles, the Bylaws, and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles, and the Bylaws, in that order, shall prevail.

3.3 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 violate 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 or the Plat(s) may identify some of the Facilities or Common Areas within WOODLAND PRESERVE. 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 or site plans or construction plans are not a guarantee of what improvements will be constructed as Facilities or Common Areas. Site plans and renderings used by the Declarant in its marketing efforts may illustrate the types of improvements that may be constructed as Facilities or Common Areas but such site plans or other depictions are not a guarantee of what improvements will actually be constructed as Facilities or Common Areas. Each Owner should not rely on the Plat(s) or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas or Facilities. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of WOODLAND PRESERVE owned by the Declarant or to reconfigure any Lot or other land owned by the Declarant, for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat(s) or converting any Lot or portion thereof to use as a right-of-way, provided the Declarant owns the lands affected by or subject to such change. Further, the Declarant shall have the right to replat all or any part of WOODLAND PRESERVE 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, its affiliates, and/or third party investors may market and/or sell Homes to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant, its affiliates, and/or third party investors may own Homes and may lease such Homes to Occupants, including, Lessees, that are not the record title owners of the Home. Consequently, Homes may be leased to or occupied by persons other than the record title owner of such Home. All Lease Agreements or other Occupancy agreements for Homes shall be subject to the Occupancy and Alienation Restrictions (as defined herein). Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that: (i) limit the total number of Homes that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.6 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 County Required Disclosure. The following disclosure is given as required by the County: WOODLAND PRESERVE is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Potential buyers of properties in this area shall recognize the need for such land management activities.

4. Amendment.

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

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations, as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by 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 WOODLAND PRESERVE; (ii) additions or deletions from WOODLAND PRESERVE 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. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests. After the Turnover, the 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 SWFWMD. 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, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to 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, SWFWMD 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 WOODLAND PRESERVE by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of WOODLAND PRESERVE. 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 WOODLAND PRESERVE.

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. A quorum for any meeting of the members for the purpose of approving annexations after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of WOODLAND PRESERVE (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 WOODLAND PRESERVE shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of WOODLAND PRESERVE shall not require the consent or joinder of any other party (including, without limitation, the

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Association, Owners, or any Lenders). The Association shall have no right to withdraw land from WOODLAND PRESERVE.

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. If the Association ceases to exist, and to the extent they are not owned and operated by the District, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies 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 SWFWMD prior to such termination, dissolution, or liquidation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, WOODLAND PRESERVE and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate, and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of WOODLAND PRESERVE 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, revitalized for successive terms and/or otherwise applicable in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, following the Community Completion Date, the members may terminate this Declaration by an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or 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 Home or 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

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severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of all Assessments accruing with respect to such Lot prior to the date of transfer.

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

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

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

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

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

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

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

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

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

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of WOODLAND PRESERVE for various public purposes or for the provision of telecommunications systems, or to make any portions of WOODLAND PRESERVE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of WOODLAND PRESERVE. 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 be the sole judge of the composition of any Common Area improvements constructed by the Declarant. 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. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. SOME COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREAS" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE FACILITIES OWNED BY THE DISTRICT. AS SUCH, COMMON AREAS ARE LIMITED TO THOSE COMMONLY SHARED IMPROVEMENTS THAT ARE NOT FACILITIES OWNED BY THE DISTRICT.

9.2 Construction of Common Areas and Facilities Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas and/or Facilities as 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 within WOODLAND PRESERVE, 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,

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

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

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

9.4.2.2 matters reflected on the Plat(s);

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

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

9.4.2.5 a perpetual, nonexclusive drainage easement over the SWMS in favor of the District.

9.4.2.6 in the event the Association believes that the Declarant shall have failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law, or the Common Areas

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

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

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

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, and subject to the Owner's maintenance obligations as provided in Section 11 below, the Association is responsible for the maintenance, repair and/or resurfacing of any paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, the private roadways, parking areas, pathways, bicycle paths, and sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete surfaces caused by the negligent or willful acts of Permitted Users utilizing WOODLAND PRESERVE through or under an Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense.

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

9.8 Use.

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

9.8.2 Right to Allow Use. The Declarant and/or the Association (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 Street 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 Retention/Detention Areas. NEITHER THE DECLARANT, THE DISTRICT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN WOODLAND PRESERVE; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE DISTRICT, 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 HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE DISTRICT, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE DISTRICT, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN WOODLAND PRESERVE.

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

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within WOODLAND PRESERVE; and (v) design of any portion of WOODLAND PRESERVE. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, the Association and the District and their respective employees, directors, representatives, officers, agents, affiliates, shareholders, members, attorneys and partners (collectively, "**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 Facilities, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common

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Areas or Facilities, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE FACILITIES, COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND FACILITIES MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND WOODLAND PRESERVE.

9.8.6 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 within WOODLAND PRESERVE, including, without limitation, use of the Common Areas by Permitted Users. Should any Permitted User bring suit against the Declarant, the District, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Permitted User shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas or other portions of WOODLAND PRESERVE. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas, Facilities and other applicable portions of WOODLAND PRESERVE shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

9.9.2 Declarant 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 or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of WOODLAND PRESERVE or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant and its agents, Contractors, and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within WOODLAND PRESERVE, 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 WOODLAND PRESERVE), general office and construction operations within WOODLAND PRESERVE; (iii) place, erect or construct portable, temporary or accessory buildings or structures within WOODLAND PRESERVE 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 WOODLAND PRESERVE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or any other portions of WOODLAND PRESERVE, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of WOODLAND PRESERVE including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to WOODLAND PRESERVE by dredge or dragline, store fill within WOODLAND PRESERVE and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, WOODLAND PRESERVE 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 WOODLAND PRESERVE.

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9.10 Public Facilities. WOODLAND PRESERVE may include one or more public facilities that may be dedicated to the District or the County. Lift station(s) and/or pump station(s) located within the boundaries of WOODLAND PRESERVE or otherwise serving WOODLAND PRESERVE may be dedicated to or installed by the County as part of the waste water treatment system.

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

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

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

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

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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 may install a controlled access facility at one or more access points to WOODLAND PRESERVE. The Declarant is the sole judge of any Access Control System(s) constructed by Declarant serving WOODLAND PRESERVE. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for WOODLAND PRESERVE. 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 WOODLAND PRESERVE. The Declarant hereby reserves for itself, its contractors and suppliers, and each of their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant prior to the Community Completion Date. If the Association attempts to restrict or control access into WOODLAND PRESERVE or any portion thereof through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. The foregoing rights of Declarant shall extend through Turnover and shall survive so long as Declarant owns any property within WOODLAND PRESERVE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE ASSOCIATION AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH OWNER, OCCUPANT AND ANY OTHER PERSON ENTERING INTO OR USING ANY PORTION OF WOODLAND PRESERVE SHALL ASSUME THE RISK OF DAMAGE TO VEHICLES OR PERSONS WHICH MAY BE CAUSED BY THE ACCESS CONTROL SYSTEM, AND THE DECLARANT 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 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 and Guests. Subject to all Rules and Regulations, guests and minors are permitted to use the Recreational Facilities; 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 Occupants and guests 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 and/or regulations as to designated times for minors and/or guests to use 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

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shall not allow any damage to the Recreational Facilities or interfere with the rights of other such Permitted Users hereunder. Owners are responsible for the actions of all Occupants and guests associated with such Owner. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

9.16.1.3 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 shall be liable to such parties for all Losses, costs, and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

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

9.16.5.2 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

9.16.5.3 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 a 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 an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's, Occupant's, Lessee's or other individual's rights to use the Recreational Facilities shall be imposed in accordance with Section 20.6 below.

9.17 Water Mains and Damage to Common Areas. In the event the County or any of its 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 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. The costs associated with any such repair or replacement shall be part of the Operating Expenses, if such expenses are not paid for by the County.

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. Except as otherwise specifically provided in this Declaration, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot or any Right-of-Way (as defined herein) immediately adjacent to such Lot. Except as otherwise provided in this Declaration, the record title owner of each such Lot shall be responsible for all landscaping and improvements within any portion of such Lot and the Right-of-Way immediately adjacent to a Lot. The Association shall be responsible for certain landscape maintenance within each Lot and Right-of-Way in accordance with the following terms:

10.2.1 General. The Association shall be responsible for mowing and fertilization of grass, edging, mulching (one time per year or otherwise determined by the Board), landscape-related exterior pest control, and trimming and pruning of shrubs and trees less than ten feet (10') tall, and routine inspections of irrigation facilities and routine repair of sprinkler heads and controllers. The foregoing shall all 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 THE LOT AND IMMEDIATELY ADJACENT RIGHT-OF-WAY WHICH EXCEED TEN FEET (10') IN HEIGHT. The Association shall also be responsible for such landscape maintenance within the Right-of-Way immediately adjacent to such Lot. The foregoing landscape maintenance on Lots and the immediately adjacent Right-of-Way shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such landscape maintenance on Lots and the immediately adjacent Right-of-Way shall constitute a part of the Operating Expenses. Notwithstanding anything contained herein to the contrary, in the event any landscaping within a Lot or the Right-of-Way located immediately adjacent to such Lot, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the record title owner of the Lot shall be solely responsible for the replanting, repair, and/or replacement of such landscaping with sound, healthy plant materials approved by the ACC. Any such repair, replanting and/or replacement shall be consistent with the Community Standards, Rules and Regulations and any other applicable restrictions set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for the replacement or replanting of sod, grass, shrubs, trees, or any other landscaping within a Lot or the Right-of-Way located immediately adjacent to such Lot, and the record title owner of each Lot shall be responsible for any such replacement and replanting of the landscaped areas. In the event landscaped areas are not replaced

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by the record title owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the record title owner. 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. EXCEPT FOR THE ASSOCIATION'S LAWN AND LANDSCAPE MAINTENANCE AS EXPRESSLY PROVIDED IN THIS SECTION, THE RECORD TITLE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REGULAR AND ROUTINE MAINTENANCE, REPAIR, REPLACEMENT AND/OR REPLANTING (AS APPLICABLE) OF ALL GRASS AND LANDSCAPED AREAS AND OTHER IMPROVEMENTS WITHIN ANY PORTION OF SUCH LOT OR THE IMMEDIATELY ADJACENT RIGHT-OF-WAY. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for trimming any trees within the Lot or Right-of-Way located immediately adjacent to the Lot which exceed ten feet (10') in height, and the record title owner of the Lot shall routinely prune and trim all such trees in a safe and appropriate manner.

EACH RECORD TITLE OWNER ACKNOWLEDGES THAT SOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS IN WOODLAND PRESERVE. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL CONSTITUTE A PART OF THE OPERATING EXPENSES.

10.2.2 Additional Landscape Maintenance. Each Owner, by acceptance of a deed, 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, neglect or negligence by a Permitted User. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the landscaping (or allows the modification of landscaping) as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Installment Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ACC. 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.

10.2.4 Irrigation Facilities. In connection with the Association's landscape maintenance as provided in this Section 10.2, the Association shall be responsible for maintenance and repair of irrigation facilities within the Lot and Right-of-Way immediately adjacent to the Lot, including repair and replacement of damaged sprinkler heads, maintenance and repair of piping or valves that comprise the irrigation system of the Lots, except in the case of damage caused by the actions of a Permitted User, or damage due to any wildlife, natural disaster or other Act of God. The cost associated with the Association's routine maintenance, repair and replacement of the irrigation facilities within Lots and adjacent Right-of-Way shall constitute a part of the Operating Expenses for which Assessments shall be levied, except in the case of costs for repair and/or replacement of damage caused by the actions of a Permitted User or damage due to any wildlife, natural disaster or other Act of God, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SWFWMD, and/or the County regulations. Irrigation water will be provided by the County and will be individually metered for each Lot such that the costs associated with irrigation water usage for each Lot shall be paid by the record title owner of the Lot to the County. The Association shall have direct and unimpeded 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

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

10.2.5 Proviso. Notwithstanding the Association's maintenance obligations provided in this Section, in the event an Owner installs a gated or enclosed fence upon their Lot or any other improvement which impedes or restricts the Association's access to the Lot, as determined by the Board in its sole discretion, then the Owner shall be solely responsible for maintenance, repair and replacement of any landscaping and irrigation facilities located within such Owner's Lot and the Association shall have no responsibility for the same. In the event an Owner installs a gated or enclosed fence upon their Lot which impedes or restricts the Association's access to the Lot and the Association is no longer required to maintain such Lot in accordance with this Section, the Owner of such Lot shall not be entitled to any discount, refund or abatement of Assessments, or any other fees, as a result of the reduced maintenance obligations for such Owner's Lot. Nothing in this Section shall limit the Association's rights under Section 19 of this Declaration nor shall this Section be construed to alleviate an Owner's obligation to comply with Section 19 of this Declaration.

10.3 Irrigation Water Usage; Reclaimed Water. Irrigation water will be provided by the County and will be individually metered for each Lot such that the costs associated with irrigation water usage for each Lot and adjacent Right-of-Way (as applicable) shall be paid to the County by the record title owner of the Lot. The costs associated with irrigation water usage for all Common Areas shall be deemed part of the Operating Expenses. If required by the County, reclaimed or reuse irrigation water may be used within WOODLAND PRESERVE and the Association shall have the right to enter into a Reclaimed Water Use Agreement or other agreement with the County from time to time to provide reclaimed or reuse irrigation water to Lots and/or Common Areas.

10.4 Roadways. Roadways within WOODLAND PRESERVE 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 WOODLAND PRESERVE shall be part of the Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

10.5 Right-of-Way. Subject to the maintenance obligations of Owners set forth in Section 11 and elsewhere in this Declaration, the Association shall be responsible for maintenance of any landscaping, trees, irrigation facilities or community sidewalk located in the right-of-way adjacent to any Common Areas; however, the Association shall not be responsible for the replacement of any such trees or landscaping. With respect to any Right-of-Way immediately adjacent to a Lot, the Association shall be responsible for maintaining the landscaping and irrigation facilities within such Right-of-Way in accordance with Section 10.2 above. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for trimming any trees within the Lot or Right-of-Way located immediately adjacent to the Lot which exceed ten feet (10') in height, and the record title owner of the Lot shall routinely prune and trim all such trees in a safe and appropriate manner. The cost associated with any such maintenance of the trees and landscaping located in the right-of-way adjacent to any Common Areas or any Right-of-Way immediately adjacent to a Lot shall be part of the Operating Expenses. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to trees or landscaping caused

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by any negligent or willful acts of Permitted Users. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of Permitted Users shall subject the Owner and Lot to an Individual Assessment for such costs.

10.6 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 (as applicable) only to the extent specifically provided herein (or to the extent provided in any separate agreement to which the Association is a party or is otherwise subject), and 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 the Lot.

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

10.8 Right of Entry. The Declarant, the Association, the District, are granted a perpetual and irrevocable easement over, under and across all of WOODLAND PRESERVE 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 WOODLAND PRESERVE if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.9 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), either by amendment to this Declaration or any other written instrument, 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 WOODLAND PRESERVE. Such areas may abut, or be proximate to, WOODLAND PRESERVE, 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.

10.10 Mail Kiosks. 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 Kiosks**"). No mailboxes are permitted except the Mail Kiosks originally installed by the Declarant or Mail Kiosks substantially similar to the Mail Kiosks originally installed by the Declarant. Mail Kiosks, if any, shall be maintained by the Association in first class condition and appearance in accordance with the Community Standards and the requirements of any controlling governmental authority. All costs associated with the

maintenance, repair and replacement of the Mail Kiosks shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners.

10.11 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 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 WOODLAND PRESERVE or adjacent to the boundaries of WOODLAND PRESERVE, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "**Agreements**"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that WOODLAND PRESERVE, or certain portions thereof, is subject to the terms and conditions of the Agreements or in this Declaration, 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 WOODLAND PRESERVE, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN IMPROVEMENTS, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. Except as otherwise expressly provided in Section 10 of this Declaration, all Lots and Homes, including, without limitation, all driveways, walkways, landscaping and any property, all structural components comprising the Lot or Home, improvements and appurtenances 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 WOODLAND PRESERVE by the record title owner of the applicable Lot. Without limitation of the foregoing, each record title owner of a Lot is specifically responsible for maintaining all paved surfaces within any portion of the applicable Lot and the Right-of-Way located immediately adjacent to such Lot, and is responsible for pruning and trimming any trees within the Lot or Right-of-Way located immediately adjacent to the Lot which exceed ten feet (10') in height. No tree installed by the Declarant on any Lot shall be felled, removed, or cut down by an Owner unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing WOODLAND PRESERVE. If any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the Board or ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association or the District may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

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

11.2 Refuse. Each Owner shall routinely clear its Lot of any refuse, trash or unsightly objects. No refuse, or unsightly objects shall be allowed to be placed any Owner or allowed to remain upon any Lot.

11.3 Modification of Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from WOODLAND PRESERVE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, 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 for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

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

11.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain, including pressure washing/soft washing, and/or replace the driveways, walkways and sidewalks located upon such Lot, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot and the right-of-way adjacent to such Owner's Lot. In the event the County or any of its 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. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Further, each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk, driveway or walkway caused by the negligent or willful acts of a Permitted User utilizing Woodland Preserve 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 Right-of-Way. Except as provided in Section 10 with respect to the Association's landscape maintenance, each Owner of a Lot shall be responsible (at such Owner's cost) for the maintenance, pressure/soft wash, repair, and replacement of improvements, including, without limitation, any sidewalks, concrete or brick pavers, driveways and walkways, located immediately adjacent to such Owner's Lot and located between such Owner's Lot and the roadway (the "**Right-of-Way**"). Every Owner of a Lot shall be required to irrigate the grass and landscaping located within the Right-of-Way in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from

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the Home. No tree installed by the Declarant 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 WOODLAND PRESERVE. 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 ACC.

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

11.8 Pressure Washing/Soft Washing. Each Owner shall be responsible, at such Owner's sole cost and expense, for pressure cleaning/soft washing the driveways, sidewalks, walkways, roofs and the exterior portions of Homes, 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 forty-five (45) days after notice by the Board or the ACC 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.

11.9 Roof Maintenance. Each Owner of a Home shall maintain, repair, and replace roofs of his or her 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 ACC to the Owner of applicable Lot.

11.11 Lot Fences. Each fence, any part of which is placed on a dividing line between separate Lots as installed by an Owner and approved by the ARC, shall constitute a "Lot Fence." Each adjoining Owner's obligation with respect to Lot Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.11.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Fence facing his Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.11.2 Damage by One Owner. If a Lot Fence is damaged or destroyed by the act of one adjoining Owner or any Permitted User associated with such adjoining Owner (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Declaration, Declarant, the District and the Association each have the right to enforce the provisions of this Section 11.11, however neither the Declarant, the District nor the Association shall have any obligation whatsoever to enforce the provisions of this Section 11.1 or become involved in any dispute between Owners in connection with this Section 11.11.

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

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

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

11.11.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Fence) the Lot Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

11.12 Water Mains and Improvements within Lots. In the event the County or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot or the right-of-way adjacent to such Lot in connection with the County's installation, operation, maintenance or repair of any utilities, water line or sanitary sewer line or other infrastructure, 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. 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 record title owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

12. Use Restrictions. The following use restrictions shall apply to all Lots within WOODLAND PRESERVE, except for any Lots owned by the Declarant. Each Owner must comply with the use restrictions below, subject any limitations in Section 720.3045, Florida Statutes (2024), as applicable.

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

12.2 Animals. No animals of any kind shall be raised, bred, or kept within WOODLAND PRESERVE 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 WOODLAND PRESERVE by an Owner or any Permitted User. Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, 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, 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 ACC.

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, improvement, installation, repair, development, sales or operational activities by the Declarant or its subcontractors, suppliers, consultants, or agents.

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

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within WOODLAND PRESERVE 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 WOODLAND PRESERVE, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain 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 WOODLAND PRESERVE except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-work" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles with missing or expired tags or registrations shall remain within WOODLAND PRESERVE except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within WOODLAND PRESERVE. For any Owner who drives a Government Vehicle, such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles, 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 WOODLAND PRESERVE, including on 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 vehicles utilized in connection with construction, improvement, installation, development or repair by the Declarant or its subcontractors, suppliers, consultants or agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed, without additional notice, 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 Home 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 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. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, 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 or the Common Areas or other portions of WOODLAND PRESERVE that are in violation of this Declaration. IN NO EVENT SHALL THE ASSOCIATION BE OBLIGATED TO TOW AND/OR BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN WOODLAND PRESERVE.

12.4.5 Golf Carts. Golf carts, which for purposes of the Governing Documents are electric 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 WOODLAND PRESERVE so long as such golf carts are permitted by applicable laws, rules, regulations, codes and ordinances of each governing jurisdiction and all applicable Rules and Regulations of the Association. Golf carts are prohibited within the sidewalks, walkways and trails within WOODLAND PRESERVE, 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 WOODLAND PRESERVE. Golf carts shall only be operated in compliance with Chapter 316, Florida Statutes. Golf carts shall only be operated by a person who is either (i) under eighteen (18) years of age and possesses a valid learner's driver license or valid driver license, or (ii) eighteen (18) years of age or older and possesses a valid form of government-issued photographic identification, pursuant to Chapter 316.212(7), Florida Statutes (2023). Any person operating a golf cart within WOODLAND PRESERVE must be either (i) fifteen (15) years old with a learner's permit, (ii) sixteen

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(16) or seventeen (17) years old with a driver's license, or (iii) eighteen (18) years old or older with a valid government-issued identification, pursuant to Chapter 316, Florida Statutes (2023). All occupants of a golf cart must have a designated seat, and no person shall ride on the back of the golf cart or stand on the golf cart. Golf carts shall only be operated during daylight hours and must be equipped with efficient brakes, steering apparatus, safe tires, rearview mirror, 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 the 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 WOODLAND PRESERVE.

By acceptance of a deed to a Lot each Owner acknowledges the Declarant, the District and the Association shall have no responsibility or liability to such Permitted Users, because of any damage or injury caused to such Owner, his or her family, guests, invitees, licensees, employees, and agents, or to property of Owner, his or her family, guests, invitees, licensees, employers, and agents from the use of golf carts within WOODLAND PRESERVE. By acceptance of a deed to a Lot, each Owner waives any and all claims or causes of action which he or she, his or her family, guests, invitees, licensees, employees, Occupants 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 WOODLAND PRESERVE 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 ACC.

12.6 Commercial Activity. Except for normal construction activity, sale, rental and/or re-sale of a Home, sale or re-sale of other property owned by the Declarant, and administrative offices of the Declarant, no commercial or business activity shall be conducted within WOODLAND PRESERVE, 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 WOODLAND PRESERVE. No solicitors of a commercial nature shall be allowed within WOODLAND PRESERVE, 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. Notwithstanding anything contained herein to the contrary, no person or entity shall interfere with the completion, marketing and sale of Homes and/or Lots within WOODLAND PRESERVE by the Declarant. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN

ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN WOODLAND PRESERVE 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 or grilling shall be permitted nor shall any foods or beverages be consumed on the Common Areas or Facilities, except in areas designated for those purposes by the Association, if any. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout WOODLAND PRESERVE.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, shall be installed or placed within or upon any portion of WOODLAND PRESERVE without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting, holiday decorations and religious decorations and/or symbols shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder or as otherwise permitted by the ACC or the Board. Notwithstanding anything contained herein to the contrary, ACC approval shall not be required for any Owner to erect or install (i) holiday or seasonal decorations or lighting placed upon the exterior portions of the Home and/or upon the Lot commencing the week before Thanksgiving which shall be removed not later than January 15th of the following year, (ii) holiday or seasonal decorations placed upon the exterior portions of the Home and upon the Lot commencing the week before Halloween or any federal holiday, so long as such decorations are removed within one week after Halloween or such federal holiday, as applicable, and (iii) a religious object not to exceed three inches (3") wide, six inches (6") high, and one and one-half inches (1.5") deep attached to the mantel or frame of the door of the Home. The ACC or the Board may establish standards for holiday lights and other decorations in the ACC's or the Board's discretion, including, without limitation additional time periods and holidays during which Owners may place lighting or decorations on exterior portions of Homes and Lots. The ACC or the Board may require the removal of any lighting or decoration on a Lot that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through WOODLAND PRESERVE). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2023), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC. All decorations, lawn ornaments and any other personal property shall be removed from exterior portions of the Home and Lot by the Owner and shall be stored within the Home upon the issuance of any storm warning.

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

12.12 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 Declarant or its 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, except as otherwise maintained or repaired by the CDD. By way of example, and not

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of limitation, if the Owner of one Lot plants a tree (pursuant to ACC 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 SWMS or change the direction or flow of water in accordance with the SWMS for WOODLAND PRESERVE, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, SWFWMD or other governing body having jurisdiction over WOODLAND PRESERVE. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 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 nor the Declarant 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 within a Lot without prior written consent of the ACC, except walls or fences installed by the Declarant or the Declarant's designees. No PVC fencing of any kind shall be allowed within a Lot. No chain link fencing of any kind shall be allowed within a Lot. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences installed by or on behalf of an Owner must be in compliance with the Community Standards. Any fence approved in writing by the ACC 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 ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC 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 in Section 15.9 hereof.

12.15 Fuel Storage. No fuel storage shall be permitted within WOODLAND PRESERVE, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, generators, 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 his or her 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 WOODLAND PRESERVE.

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 ACC, 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

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up to forty-eight (48) hours prior to the expected arrival of a named storm warning and must be removed or opened within seventy-two (72) hours after the end of a named storm watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. 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 WOODLAND PRESERVE. 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.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2023), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC 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 WOODLAND PRESERVE 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 WOODLAND PRESERVE 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 six (6) months. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision or portion thereof, in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any provisions, or portions thereof, in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner. All Lease Agreements or other Occupancy agreements for Homes within WOODLAND PRESERVE shall be subject to the Occupancy and Alienation Restrictions. Prior to the Community Completion Date, this Section, and any

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other provisions in the Governing Documents regarding leasing and/or occupancy of Lots, shall not be amended without the Declarant's prior written consent.

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

12.24 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children or guests at all times in and about WOODLAND PRESERVE. The Declarant and the Association shall not be responsible for any use of the Common Areas or 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 WOODLAND PRESERVE, as determined by the Board in its sole discretion, is permitted. Leasing of Homes shall not be considered a "nuisance" for purposes of this Declaration. No fireworks may be discharged upon any portion of WOODLAND PRESERVE unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted within WOODLAND PRESERVE. No firearms shall be discharged within WOODLAND PRESERVE. Nothing shall be done or kept within the Common Areas or any other portion of WOODLAND PRESERVE, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

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

12.27 Paint. The exterior of each Home shall be repainted by the Owner of the applicable Lot within forty-five (45) days of notice by the ACC 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 WOODLAND PRESERVE, 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 ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC 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 ACC 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, lawn ornaments and other similar personal property located outside on a Lot shall be removed from outside and stored within the Home or other secure area upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning. The record title owner of a Lot shall be solely responsible for any personal property or debris from their Lot which causes injury or damage in the event of high winds or a severe weather event.

12.29 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of WOODLAND PRESERVE, change the level of the land within WOODLAND PRESERVE, or remove or plant landscaping which results in any permanent change in the flow and drainage of surface water within WOODLAND PRESERVE. Subject to Section 10 above, Owners

may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.

12.30 Roofs, Driveways and Pressure Washing/Soft Washing. Each Owner of a Home shall maintain, repair, and replace the roof of his or her Home 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. Roofs, exterior surfaces and/or pavement, including, but not limited to, walkways and driveways, shall be pressure washed/soft washed by the Owner of the Lot within the time period stated in a written notice from the Board or the ACC to the Owner of the applicable Lot, but in no event, later than thirty (30) days from the date of such notice by the Board or the ACC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. **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 Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be reasonably screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of WOODLAND PRESERVE (including an evaluation of whether such item may pose a structural or fall hazard to adjoining Lots). The ACC's approval of the installation of any such item or device shall not be construed as any opinion, representation, warranty or guarantee as to the structural safety or soundness of same, nor shall the ACC's approval be deemed to provide any opinion, representation, warranty or guarantee with respect to potential hazards to health or safety caused by any such item or device. The ACC, the Declarant and/or the Association, or any person acting on behalf of any of them, shall not be liable for any cost, injuries or damages incurred by any Owner or any other party whatsoever, due to any antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment placed on any Home or Lot. 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 ACC 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 ACC and shall comply with the Community Standards. All decks, patios, and lanais shall have the prior written approval of the ACC 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 WOODLAND PRESERVE, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner up to two (2) of the following, portable, removable flags: (i) the United States flag, (ii) the official flag of the State of Florida, (iii) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, (iv) a POW-MIA flag, or (v) a "first responder flag" as defined in Section 720.304, Florida Statutes (2023). Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Further, in accordance with Section 720.304, Florida

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Statutes (2023), 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 (2023). Such additional flag must be equal in size to or smaller than the United States flag and must be in accordance with Section 720.304, Florida Statutes (2023). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County and 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 ACC.

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

12.34 Social Media. The Association may create an official social media page, forum or website for WOODLAND PRESERVE. 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 WOODLAND PRESERVE 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 WOODLAND PRESERVE agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant, or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with WOODLAND PRESERVE, the Declarant, the ACC or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager is responsible for monitoring any social media page(s) for WOODLAND PRESERVE. 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 WOODLAND PRESERVE without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside

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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 Board 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 ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC.

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 Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to WOODLAND PRESERVE, 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 WOODLAND PRESERVE 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 ACC.

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 ACC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. 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 and Boating. Swimming and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of WOODLAND PRESERVE. 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 WOODLAND PRESERVE.

12.41 Swimming Pools and Spas. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC 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 ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; 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 ACC. 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 ACC's approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the roadways, or into any retention/detention

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areas within WOODLAND PRESERVE 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 any Owner, Occupant or other Permitted User, over or from any Lot or Common Area within WOODLAND PRESERVE, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or the Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Permitted User.

12.43 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted Occupant thereof, its Immediate Family Members, Lessees and other Permitted Users.

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 ACC 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. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. 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, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas or Facilities. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Responsibility for Insurance, Repair and Repalcement.

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

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

14.2 Homes.

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

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

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

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

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

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

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

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

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

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

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

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

14.9 Declarant has No Liability. Notwithstanding anything to the contrary in this Declaration, the Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage required by this Section 14 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 Owners' Easement of Enjoyment. Every Owner, its Immediate Family Members, Lessees, guests and invitees, every Occupant of a Home and every owner of an interest in WOODLAND PRESERVE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

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

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

15.1.4 The right of the Association to suspend any 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 Assessment 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 constructed by the Declarant at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas or Facilities. The Association and each Owner shall give the Declarant unfettered access, ingress and egress to the Common Areas 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 or any Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant relative to any portion of the Common Areas or Facilities;

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

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

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the Owners, Occupants, and other 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 its nominees, affiliates, and designees over, upon, across, and under WOODLAND PRESERVE as may be required in connection with the development of WOODLAND PRESERVE, 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 WOODLAND PRESERVE, 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 WOODLAND PRESERVE, including all Lots 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. Without limiting the foregoing, the Declarant specifically reserves for itself and its affiliates, contractors, designees, subcontractors, suppliers, and consultants, the right to use all paved roads and rights of way within WOODLAND PRESERVE 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. 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 Common Areas or Facilities. The Declarant intends to use the Common Areas and Facilities for sales of Lots and Homes. Further, the Declarant may market other residences and commercial properties located outside of WOODLAND PRESERVE from the Declarant's sales facilities located within WOODLAND PRESERVE. The Declarant has the right to use all portions of the Common Areas and Facilities in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of the their use of the Common Areas or Facilities. The easements created by this Section, and the rights reserved herein in favor of the Declarant, shall be construed as broadly as possible and supplement the rights of the Declarant

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set forth in Section 21 of 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 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 WOODLAND PRESERVE. Without limitation of this Section, Private Street 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 WOODLAND PRESERVE.

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 WOODLAND PRESERVE (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 WOODLAND PRESERVE (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, Facilities, retaining walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, deadman anchors, and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, the District, and their designees, SWFWMD, the County, and/or any governmental agency having jurisdiction over WOODLAND PRESERVE over, across and upon WOODLAND PRESERVE for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or the District, (ii) landscaping of the SWMS, (iii) as required by the District, the County or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists over, across, and upon WOODLAND PRESERVE 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 WOODLAND PRESERVE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through WOODLAND PRESERVE 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 of WOODLAND PRESERVE (collectively, the "Utility Easements"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant within the Utility Easement(s). No fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, 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 ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes (2023).

15.11 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of WOODLAND PRESERVE, 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.

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

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

16. Woodland Preserve Community Development District.

16.1 Generally. Portions of WOODLAND PRESERVE may be owned by the CDD, such as the retention/detention areas, open space areas, perimeter buffers, the SWMS, Wetland, Wetland Buffer, and Upland Preservation Areas, and/or utilities (as applicable). In the event that any portions of WOODLAND PRESERVE 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 WOODLAND PRESERVE 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 SWMS, utility plants and lines, land acquisition, Perimeter Walls/Fences, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within WOODLAND PRESERVE (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

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

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

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

16.6 Drainage Improvements. The District shall be responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "**Drainage Improvements**"), which may be located within Facilities, Common Areas or Lots; however, the District shall have no responsibility for landscaping maintenance within Common Areas or Lots, and the Association and/or the Owner of any such Lot shall be responsible for the landscaping, repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot in accordance with this Declaration, including, landscaping and maintenance within any drainage easements located upon the Lot. The District shall be ultimately responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, 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 WOODLAND PRESERVE for the purpose of regulating and maintaining all Drainage Improvements. Notwithstanding anything contained in this Declaration to the contrary, the Association may enter into or otherwise be subject to a separate agreement with the District pursuant to which the Association may have obligations for maintenance and/or regulation of certain other Drainage Improvements or components thereof.

16.7 Retention/Detention Area Slopes. The Facilities, Common Areas and/or the yard of some Lots may contain slopes adjacent to the retention/detention areas ("**Retention/Detention Area Slopes**"). Subject to any separate agreement between the District and the Association, the Retention/Detention Area Slopes will be regulated and/or maintained by the District. The Association may enter into or otherwise be subject to a separate agreement with the District pursuant to which the Association may have obligations for maintenance and/or regulation of Retention/Detention Area Slopes. The Declarant hereby grants the District and the Association an easement of ingress and egress across all Lots, Common Area and Facilities adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The District or the Association (as applicable) may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas (the "**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards (if any) may include requirements respecting compaction and strengthening of banks. The District and the Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under any applicable Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the District and Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

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

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

17. Assessments.

17.1 General. Each Owner, 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 will not be assessed uniformly.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and WOODLAND PRESERVE. 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 Interest of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interest of the Association, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas or any other improvements maintained by the Association (the "Reserves"), including, without limitation, 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 (2023), 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.

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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 Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in WOODLAND PRESERVE conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "Spec Lot") shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments. Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. Notwithstanding anything contained herein to the contrary, in no event, shall the Declarant pay Special Assessments, Use Fees or Individual 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 against the Owners by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

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

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

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Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

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

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

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

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

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall

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be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

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

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

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

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

17.11 Initial Contribution. The first purchaser of each Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to WOODLAND PRESERVE, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to WOODLAND PRESERVE, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

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

certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

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

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

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such

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an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, then to the delinquent Assessment payment first due, and then to any current Assessments. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, the Declarant, the District and the Association shall not be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Lot, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of WOODLAND PRESERVE subject to this Declaration from the Assessments, provided that such part of WOODLAND PRESERVE 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 WOODLAND PRESERVE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

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

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

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

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be

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paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

19.1 Architectural Control Committee. Once established, the ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to WOODLAND PRESERVE. The ACC 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 ACC, and to appoint, remove, and replace all members of the ACC. The Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by 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 ACC 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 ACC.

19.2 Membership. There is no requirement that any member of the ACC 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 WOODLAND PRESERVE. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within WOODLAND PRESERVE by Owners.

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The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for design, construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. The Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, THE DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING WOODLAND PRESERVE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW WOODLAND PRESERVE 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 or any other 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 any Owner to alter the improvements approved by the ACC and previously constructed.

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

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

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

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

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showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The 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 ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the 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 ACC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

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

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide 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 ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the 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 ACC, 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 ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

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

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 ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in WOODLAND PRESERVE 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 WOODLAND PRESERVE shall be kept clear of construction vehicles, construction materials and debris at all times. 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 ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. The ACC 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 ACC.

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 ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in WOODLAND PRESERVE.

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

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of WOODLAND PRESERVE 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 ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association

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

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

19.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other guidelines or standards promulgated by the ACC, the Association and/or ACC 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 ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in 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 District, or their 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 ACC or the Association.

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

20. Enforcement.

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

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

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

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

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

20.1.5 Impede the Declarant from proceeding with the construction or sale of Homes or completing the development of WOODLAND PRESERVE; then the Declarant, the District and/or the Association, where applicable, after reasonable prior written notice, shall have the right (but not the obligation), through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be 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.

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 the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

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

20.2.2 Commence an action to recover damages; and/or

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

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

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

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

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or 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 in

connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

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

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

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

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

20.6.2 The Violations Committee may approve (by a majority vote) a fine imposed by the Board against the Owner or other 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 an Owner or other Permitted User. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

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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 (18%) percent 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.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of WOODLAND PRESERVE and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others outside of WOODLAND PRESERVE. 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 WOODLAND PRESERVE, including Common Areas or Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas or Facilities, as applicable, to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of WOODLAND PRESERVE 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 WOODLAND PRESERVE to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, designees or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat(s) or described herein, (ii) to plat or replat all or any part of WOODLAND PRESERVE or reconfigure any Lot, 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 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 Community Completion Date, the Declarant and its assigns shall have the right, at any time or location within WOODLAND PRESERVE, as determined by the Declarant in its sole discretion, to hold marketing, special and/or promotional events within WOODLAND PRESERVE and/or on the Common Areas without any charge for use. The Declarant, its agents, affiliates, or assignees shall have the right to market WOODLAND PRESERVE in advertisements and other media by making reference to WOODLAND PRESERVE, including, but not limited to, pictures or drawings of WOODLAND PRESERVE, Common Areas, Lots, Parcels and Homes constructed in WOODLAND PRESERVE. All logos, trademarks, and designs used in connection with WOODLAND PRESERVE are the property of the

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Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.

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

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

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

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

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21.10 Additional Development. If the Declarant withdraws portions of WOODLAND PRESERVE 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 WOODLAND PRESERVE 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 WOODLAND PRESERVE or adjacent to or near WOODLAND PRESERVE, 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 WOODLAND PRESERVE 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 DISTRICT, 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 WOODLAND PRESERVE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, 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 WOODLAND PRESERVE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF WOODLAND PRESERVE 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 MANATEE COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

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

21.13.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF WOODLAND PRESERVE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE

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DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

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

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

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

21.17 Duration of Rights. The rights of the Declarant, set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the

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Community Completion Date; or (ii) a relinquishment of such rights by the Declarant, in an amendment to the Declaration recorded in the Public Records.

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

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

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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 WOODLAND PRESERVE including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of WOODLAND PRESERVE, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to WOODLAND PRESERVE 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 24.12 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 USERS OF WOODLAND PRESERVE ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION

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ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO WOODLAND PRESERVE 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 WOODLAND PRESERVE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR 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 WOODLAND PRESERVE 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 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 WOODLAND PRESERVE 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 WOODLAND PRESERVE 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 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 WOODLAND PRESERVE. 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 or any Owner may, but shall not be required to, seek enforcement of the Governing Documents. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by the Governing Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make Common Areas available to individuals, persons, firms or corporations other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole absolute discretion, the manner in which Common Areas will be made available to individuals, persons, firms or corporations other than the Owners and the fees and charges that may be charged for such use. In addition, prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into agreements for maintenance, lease, use, license, or easements with any other homeowners association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by 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 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 WOODLAND PRESERVE 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 IS 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 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 WOODLAND PRESERVE, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2023). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to WOODLAND PRESERVE or any lands or facilities outside of WOODLAND PRESERVE prior to the Turnover Date.

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

25. Surface Water Management System.

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

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SWFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within WOODLAND PRESERVE 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 SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

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 person other than the Declarant, the District or the

Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the County 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 SWMS. The costs of such alterations, improvements or repairs shall be part of the District Maintenance Special Assessments. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

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

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

25.1.7 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association and the District (as applicable) to compel it to correct any outstanding problems with the SWMS.

25.1.8 If the Association ceases to exist, and the District does not own and operate all the SWMS, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310(4), Florida Administrative Code (2023), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

25.1.9 No Owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and approved plans and/or Plat of WOODLAND PRESERVE, unless prior approval is received from the SWFWMD Regulation Department.

25.1.10 Each Owner within WOODLAND PRESERVE at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

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 SWFWMD.

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

25.3 Mitigation Area Monitoring. In the event WOODLAND PRESERVE 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 SWFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland, Wetland Buffer, and Upland Preservation Areas. The Facilities, Common Areas and/or some Lots may abut or contain wetland, wetland buffer, conservation areas and upland preservation areas, which are protected under the County Land Development Code (the "**Wetland, Wetland Buffer, and Upland Preservation Areas**"). The District is obligated to maintain the native habitat Wetland, Wetland Buffer, and Upland Preservation Areas in existing or restored condition in accordance with the approved resource management plan and the County's Land Development Code. The Wetland, Wetland Buffer, and Upland Preservation 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, SWFWMD or any governmental agencies having jurisdiction. Unless authorized in writing by the County, and unless specifically conforming to the Management Plan developed and adopted by the County, Owners of Lots abutting Wetland, Wetland Buffer, and Upland Preservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland, Wetland Buffer, and Upland Preservation Areas abutting their Lot or Home. 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, Wetland Buffer, and Upland Preservation Areas to the SWFWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT, THE DISTRICT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND, WETLAND BUFFER, AND UPLAND PRESERVATION AREAS IN WOODLAND PRESERVE; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE DISTRICT, 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 HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND, WETLAND BUFFER, AND UPLAND PRESERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE DISTRICT AND THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.5 Use Restrictions for Wetland, Wetland Buffer, and Upland Preservation Areas. The Wetland, Wetland Buffer, and Upland Preservation Areas may in no way be altered from their natural or permitted state. The District shall maintain the native habitat located in the Wetland, Wetland Buffer, and Upland Preservation Areas in its existing or restored condition in accordance with the approved resource management plan and the County's Land Development Regulations. These use restrictions may be defined on the Permit, and the Plat(s) associated with WOODLAND PRESERVE. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of Wetland, Wetland Buffer, and Upland Preservation Areas without the prior consent of the County:

25.5.1 Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;

25.5.2 Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;

25.5.3 Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;

25.5.4 Removal, mowing, or trimming of trees, shrubs or other vegetation;

25.5.5 Application of herbicides, pesticides or fertilizers;

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25.5.6 Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;

25.5.7 Surface use except for purposes that permit the land or water areas to remain in its natural condition;

25.5.8 Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

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

25.5.10 Development, as defined by the Land Development Code; and

25.5.11 Planting of vegetative material that is not native to the Southwest Florida region of Florida.

LOTS MAY CONTAIN OR ABUT WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS THAT ARE PROTECTED UNDER THE COUNTY'S LAND DEVELOPMENT REGULATIONS AND/OR RECORDED EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE SUCH WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS EASEMENT OR AS REQUIRED BY THE COUNTY, 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 SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE DISTRICT. THE DISTRICT SHALL BE RESPONSIBLE FOR ANNUAL REMOVAL OF NUISANCE AND EXOTIC PLANT SPECIES THAT BECOME REESTABLISHED FOR THE LIFE OF THE PROJECT IN ACCORDANCE WITH THE COUNTY LAND DEVELOPMENT CODE (SECTION 701.8.E.).

26. Resolution of Disputes.

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

26.2 Any and all mediations commenced by any Owner or the Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no

WOODLAND PRESERVE
Declaration

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. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. 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.

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

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

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

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

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

WOODLAND PRESERVE
Declaration

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 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 FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

27. Restrictions Affecting Occupancy and Alienation.

27.1 Restrictions on Occupancy. Subject to the rights reserved to the Declarant in Section 21.12, the Homes within WOODLAND PRESERVE are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 27 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and §3607(b)(2)(C), and Chapter 760.29, Florida Statutes (2023), and the regulations promulgated under the foregoing (collectively, as may be amended, the "Act") allowing discrimination based on familial status. The Declarant has recorded that certain Declaration of Covenants and Restrictions recorded in the Public Records as Instrument # 202341036978, as may be amended and/or modified from time to time in accordance with the terms thereof (the "CCRs") or similar instrument regarding the housing of older persons for purposes of compliance with County ordinances and/or the County Land Development Code, and in the event of any conflict between this Declaration and the CCRs, the more restrictive provision shall control for so long as such instrument is in effect. The Declarant or the Association, acting through the Board, shall have the power to amend this Section 27, without the consent of the Owners or any other person or entity (except the Declarant), for the purpose of maintaining this Section 27 consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions.

27.1.1 Each Occupied Home shall at all times be Occupied by at least one (1) natural person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Home, any Qualified Occupant may

continue to Occupy the same Home as long as the provisions of the Act are not violated by such Occupancy.

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

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

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

27.1.5 In the event of any change in Occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Home and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner 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 27, in addition to all other remedies available to the Association under this Declaration and Florida law.

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 22 day of July, 2024.

WITNESSES:

"DECLARANT"

KH WOODLAND PRESERVE LLC, a Florida limited liability company

GF

Print Name: Christopher Fisher
Address: 340 W. AZEELE ST. SUITE 150
TAMPA, FL 33609

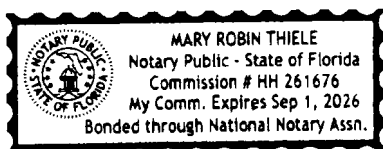
W. Snales
Print Name: W. CORY SNALES
Address: 3010 W. AZEELE ST. SUITE 150
TAMPA, FL 33609

By: Paul Martin
Print Name: Paul Martin
Title: Authorized Signatory
Address: 14025 RIVERDLE DR.
Suite 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 22 day of July, 2024, by Paul Martin, as Authorized Signatory of KH WOODLAND PRESERVE 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:



Mary Robin Thiele
NOTARY PUBLIC
Print Name Mary Robin Thiele

WOODLAND PRESERVE
Declaration

JOINDER OF WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT

WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**CDD**") does hereby join in this COMMUNITY DECLARATION FOR WOODLAND PRESERVE (this "**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 CDD agrees this Joinder is for the purpose of evidencing the CDD's acceptance of the rights, responsibilities and obligations of the CDD provided in the Declaration and for subjecting any land within WOODLAND PRESERVE owned by the CDD to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2nd day of July, 2024.

WITNESSES:

[Signature]
Print Name: CHRISTOPHER FISHER
Address: 3010 WAZZLE ST STE 150
TAMPA, FL 33609

[Signature]
Print Name: W. CORY SWALES
Address: 3010 W. AZEELE ST., SUITE 150
TAMPA, FL, 33609

WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes

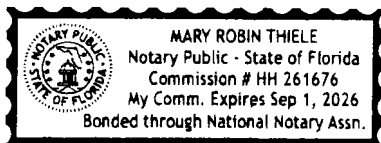
By: [Signature]
Name: Paul Martin
Title: Chairperson

Address: 14025 Riveredge dr.
suite 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 2nd day of July, 2024, by Paul Martin as Authorized Signatory of WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf thereof, who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:



[Signature]
NOTARY PUBLIC - State of Florida at Large
Print Name: Mary Robin Thiele

JOINDER

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR WOODLAND PRESERVE (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 28 day of June, 2024.

WITNESSES:

[Signature]
Print Name: Jac Crespo
Address: 16230 Payne Mill Dr.
Bradenton, FL 34211

[Signature]
Print Name: Madelyn Sabis
Address: 4015 57th St. E.
Bradenton, FL 34208

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

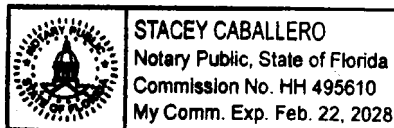
By: [Signature]
Name: Fred Pfister
Title: President

Address: 1540 International Parkway, Suite 2000
Lake Mary, Florida 32746

STATE OF FLORIDA)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of June, 2024, by Fred Pfister, as President of WOODLAND PRESERVE COMMUNITY 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: Stacey Caballero

WOODLAND PRESERVE

MORTGAGEE JOINDER

For good and valuable consideration in hand paid, **WESTERN ALLIANCE BANK**, an Arizona corporation (the "**Mortgagee**"), as owner and holder of that certain Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) executed by KH Sarasota LLC, a Florida limited liability company, recorded in Official Records Instrument No. 202241138306, as amended by Amendment to Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate), recorded in Official Records Instrument No. 202341076768, all of the Public Records of Manatee County, Florida, as may be subsequently modified (the "**Mortgage**") securing all of the real property described therein, hereby consents to the making and recording of the COMMUNITY DECLARATION FOR WOODLAND PRESERVE (the "**Declaration**") to which this Joinder is attached. Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration.

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

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

WITNESSES:

[Signature]
Print Name: Kassandra Arant
Address: 1 East Washington St, Ste. 1400
Phoenix, Arizona 85004

[Signature]
Print Name: Cheranne Geach
Address: 1 E Washington St, Ste. 1400
Phoenix, AZ 85004

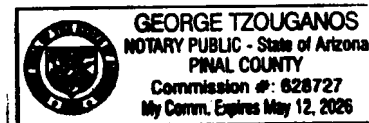
STATE OF ARIZONA)
COUNTY OF MARICOPA)

MORTGAGEE:

WESTERN ALLIANCE BANK, an Arizona corporation

By: [Signature]
Name: John Weyenberg
Title: Team Leader - S, L & D Sales, Vice President
Address: 1 East Washington St, Ste. 1400
Phoenix, Arizona 85004

[SEAL]



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of JUNE, 2024, by JOHN WEYENBERG, as VICE PRESIDENT of **WESTERN ALLIANCE BANK**, an Arizona corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: MAY 12, 2026

[Signature]
NOTARY PUBLIC, State of ARIZONA
Print Name: GEORGE TZOUGANOS

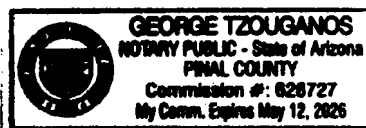


EXHIBIT 1

LEGAL DESCRIPTION

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

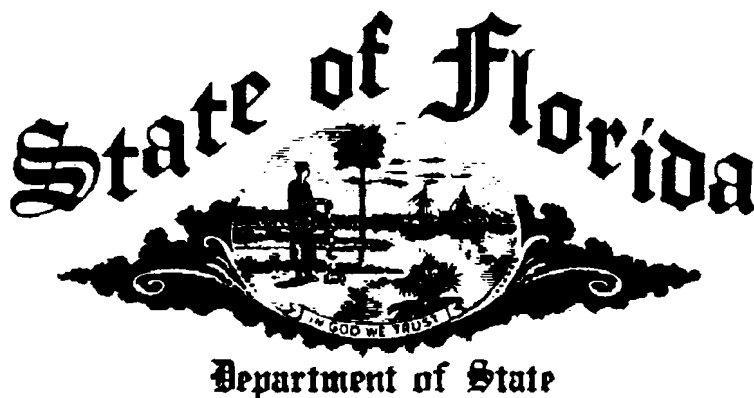
COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the **POINT OF BEGINNING**; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the **POINT OF BEGINNING**.

Containing 51.865 acres, more or less.

EXHIBIT 2

ARTICLES OF INCORPORATION

WOODLAND PRESERVE



I certify from the records of this office that WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 23, 2024.

The document number of this corporation is N24000002501.

I further certify that said corporation has paid all fees due this office through December 31, 2024, and its status is active.

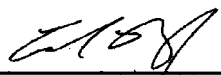
I further certify that said corporation has not filed Articles of Dissolution.

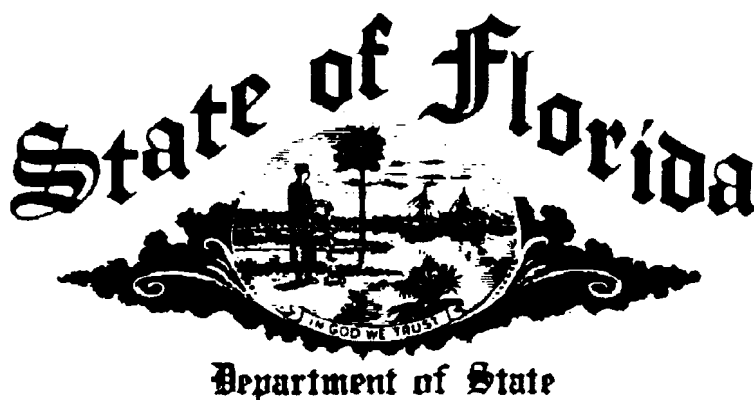
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 924A00004188-022624-N24000002501-1/1, noted below.

Authentication Code: 924A00004188-022624-N24000002501-1/1



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


Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on February 23, 2024, as shown by the records of this office.

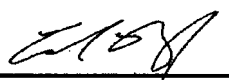
I further certify the document was electronically received under FAX audit number H24000072401. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N24000002501.

Authentication Code: 924A00004188-022624-N24000002501-1/1



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


Secretary of State

850-617-6381

2/26/2024 4:31:38 PM PAGE 3/003 Fax Server

February 26, 2024

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.
1540 INTERNATIONAL PARKWAY, SUITE 2000
LAKE MARY, FL 32746US

The Articles of Incorporation for WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC. were filed on February 23, 2024, and assigned document number N24000002501. 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 H24000072401.

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) 245-6052.

Crystal S Hightower
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 924A00004188

((H24000072401 3)))

ARTICLES OF INCORPORATION
OF
WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

((H24000072401 3)))

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**ARTICLES OF INCORPORATION
OF
WOODLAND PRESERVE COMMUNITY 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 not-for-profit corporation, the undersigned does hereby acknowledge:

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

2. Principal Office. The principal office of the Association is: 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746.

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 WOODLAND PRESERVE (the "**Declaration**") will be recorded in the Public Records of Manatee County, Florida, and shall govern all of the operations of a community to be known as WOODLAND PRESERVE. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

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

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

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

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

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

7.3 To operate and maintain the SWMS in the event the District does not operate and maintain the SWMS. In the event the SWMS are not owned and operated by the District, the Association may operate, maintain and manage the SWMS in a manner consistent with the Permit requirements and applicable SWFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. In such event, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS. In the event the District does not own and operate all SWMS, Assessments may be used for the maintenance and repair of the SWMS and mitigation of 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;

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

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

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

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of WOODLAND PRESERVE 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, WOODLAND PRESERVE, 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, WOODLAND PRESERVE, 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 WOODLAND PRESERVE, 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 WOODLAND PRESERVE, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

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

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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 five (5). 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
Fred Pfister	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Paul Martin	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Rich Kattoura	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Kaitlyn Swierzko	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Shawna Wilson	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746

10. **Dissolution.** In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas (if any), in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event the Association is dissolved, other than incident to a merger or consolidation, and to the extent they are not owned and operated by the District or the Master Association, the SWMS shall be conveyed to SWFWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS must be transferred to and accepted by an entity which complies 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 by SWFWMD 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

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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. A quorum for any meeting of the members for the purpose of adopting such amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. 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, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD 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:	Fred Pfister	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Vice President:	Paul Martin	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Secretary:	Rich Kattoura	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Treasurer:	Kaitlyn Swierzko	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Vice Secretary:	Shawna Wilson	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746

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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]

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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 February, 2024.



Christian F. O'Ryan, Esq.

Incorporator

401 East Jackson Street, Suite 2100

Tampa, Florida 33602

((H24000072401 3)))

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 February, 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:

1540 International Parkway, Suite 2000
Lake Mary, Florida 32746

EXHIBIT 3

BYLAWS

BYLAWS
OF
WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746, 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 WOODLAND PRESERVE (the "**Declaration**") relating to the residential community known as WOODLAND PRESERVE, recorded, or to be recorded, in the Public Records of Manatee County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

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

3. Members.

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

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

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

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

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

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

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

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

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

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

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

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests, except as otherwise provided in the Declaration, the Articles or these Bylaws (as applicable). To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time

videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

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

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

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

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of odd number with no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2023) Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for WOODLAND PRESERVE 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 at least 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, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

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

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

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

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. 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 (2023), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

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

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2023), any election dispute between a member and the Association shall be resolved by 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 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. 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. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

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

6. **Powers and Duties of the Board.**

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

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

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of WOODLAND PRESERVE 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 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 (2023), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

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

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. 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 ACC.

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

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

12. Amendments.

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

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

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. 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, SWFWMD, 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, SWFWMD 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.

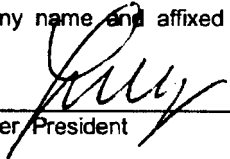
15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, FRED PFISTER, do hereby certify that:

I am the duly elected and acting President of WOODLAND PRESERVE COMMUNITY 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 28 day of June, 2024.



Fred Pfister, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT

WOODLAND PRESERVE



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

October 18, 2022

Gamble Creek Associates, LLC
Attn: David Gobin
5800 Lakewood Blvd
Sarasota, FL 34240

**Subject: Notice of Agency Action - Approval
ERP Individual Construction**

Project Name: SM Ranch Phase 1
App ID/Permit No: 845396 / 43003906.002
County: Manatee
Sec/Twp/Rge: S34/T33S/R19E, S33/T33S/R19E, S04/T34S/R19E,
S03/T34S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

App ID/Permit No:845396 / 43003906.002

Page 2

October 18, 2022

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 As-Built Certification and Request for Conversion to Operation Phase
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Christopher Fisher, P.E., Clearview Land Design, P.L.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43003906.002**

EXPIRATION DATE: **October 18, 2027**

PERMIT ISSUE DATE: **October 18, 2022**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: SM Ranch Phase 1

GRANTED TO: Gamble Creek Associates, LLC
Attn: David Goben
5800 Lakewood Blvd
Sarasota, FL 34240

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a stormwater management system serving a 191.09-acre residential project. The proposed activities include the construction of homes, associated roads and infrastructure. Four new wet detention ponds and six floodplain compensation areas will provide treatment and attenuation for runoff from the site. The project is located at the northeast corner of the intersection of Golf Course Road and Spencer Parish Road, in Manatee County.

OP. & MAIN. ENTITY: Woodland Preserve Neighborhood Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

SEC/TWP/RGE: S34/T33S/R19E, S33/T33S/R19E, S04/T34S/R19E, S03/T34S/R19E

TOTAL ACRES OWNED

OR UNDER CONTROL: 248.94

PROJECT SIZE: 191.09 Acres

LAND USE: Residential

DATE APPLICATION FILED: April 05, 2022

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	2.24	MAN-MADE WET DETENTION
Pond 2	4.35	MAN-MADE WET DETENTION
Pond 3	5.02	MAN-MADE WET DETENTION
Pond 5	0.28	MAN-MADE WET DETENTION
Floodplain Comp M-1	0.37	NO TREATMENT SPECIFIED
Floodplain Comp M-2A	1.09	NO TREATMENT SPECIFIED
Floodplain Comp M-2B	1.13	NO TREATMENT SPECIFIED
Floodplain Comp M-3A	0.01	NO TREATMENT SPECIFIED
Floodplain Comp M-3B	0.01	NO TREATMENT SPECIFIED
Floodplain Comp M-4	0.15	NO TREATMENT SPECIFIED
Total: 14.65		

Water Quantity/Quality Comments: The proposed ponds provide treatment for runoff from the site via wet detention. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
129.25	69.55	Storage Modeling	N/A

Floodplain Comments: Onsite floodplain elevations have been established by the Gamble Creek Watershed Model. Encroachment into the 100-year floodplain has been demonstrated to have no adverse impacts on offsite locations by dynamic stormwater modeling.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Pond	1.68	0.00	1.68	0.00	0.00	0.00
Total:	1.68	0.00	1.68	0.00	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

Wetlands are not located within the project area for this ERP; however, there is a 1.68-acre hydric cut pond (FLUCCS 534) located within the project area. Permanent filling impacts to 1.68 acres of the surface water will occur for construction of project.

Mitigation Information

Mitigation Comments:

Wetland mitigation will not be required for permanent filling impacts to 1.68 acres of hydric-cut pond pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
5. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
6. For the area shown on the construction drawings as Future Phase II, a permit modification shall be obtained for any construction in this area.
7. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
8. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
9. The Permitted Plan Set for this project includes the set received by the District on September 19, 2022.
10. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

11. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
12. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
13. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
14. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
15. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
16. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
17. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
18. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
19. 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.
20. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. 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., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. 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 Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. 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(8)(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.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. 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.
 - e. 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.
 - f. 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:
 1. 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
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. 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 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.
 2. 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.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. 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.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. 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.
- k. The permittee shall hold and save the Agency 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.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. 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.
- m. Upon reasonable notice to the permittee, Agency 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.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work 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 notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. 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.
 - p. 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.
 - q. 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 Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. 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.
- 2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

**SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT**

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

SM Ranch Phase 1

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S34/T33S/R19E...

See Permit for additional STR listings

SEC(S)/TWP(S)/RGE(S)

Gamble Creek Associates, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 845396 / 43003906.002

DATE ISSUED: October 18, 2022



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

EXHIBIT 5

FISCAL PROGRAM

[ATTACHED ON FOLLOWING PAGE]

Woodland Preserve 10 Year Fiscal Program

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
INCOME										
Assessment Income	262,267.78	302,132.68	1,132,079.03	1,421,949.93	1,625,882.74	1,714,820.94	1,796,476.31	1,888,298.75	1,980,098.22	2,079,635.26
TOTAL INCOME	262,267.78	302,132.68	1,132,079.03	1,421,949.93	1,625,882.74	1,714,820.94	1,796,476.31	1,888,298.75	1,980,098.22	2,079,635.26
OPERATING EXPENSES										
General & Administrative										
Management Fees	35,000.00	36,750.00	240,000.00	252,000.00	264,000.00	277,830.00	291,721.50	306,307.58	321,822.95	337,704.10
CPA & Tax Prep	4,000.00	4,200.00	4,410.00	4,630.50	4,862.03	5,105.13	5,360.36	5,628.40	5,909.82	6,206.31
Legal Fees	2,500.00	2,825.00	2,756.25	2,894.06	3,038.77	3,190.70	3,350.24	3,517.75	3,693.64	3,878.32
Insurance	5,000.00	5,250.00	30,000.00	31,500.00	33,075.00	34,728.75	36,465.19	38,288.45	40,202.87	42,213.01
Corporate Filing/Annual Report	61.25	61.25	61.25	61.25	61.25	61.25	61.25	61.25	61.25	61.25
Bank Charges	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55	738.73	775.66
Postage & Mail	2,500.00	2,625.00	2,756.25	2,894.06	3,038.77	3,190.70	3,350.24	3,517.75	3,693.64	3,878.32
Office Expense	0.00	0.00	5,000.00	5,250.00	5,512.50	5,788.13	6,077.63	6,381.41	6,700.48	7,035.50
Printing & Reproduction	2,500.00	2,625.00	2,756.25	2,894.06	3,038.77	3,190.70	3,350.24	3,517.75	3,693.64	3,878.32
Archiving/Storage	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55	738.73	775.66
Reserve Study	0.00	0.00	2,000.00	2,100.00	2,205.00	2,315.25	2,431.01	2,552.56	2,680.19	2,814.20
Website	1,200.00	1,260.00	1,323.00	1,386.15	1,458.61	1,531.54	1,608.11	1,688.52	1,772.95	1,861.59
Collection Fees	1,000.00	1,050.00	1,102.50	1,157.63	1,215.51	1,276.28	1,340.10	1,407.10	1,477.46	1,551.33
Bad Debt Allowance	3,000.00	3,150.00	3,307.50	3,472.88	3,648.52	3,828.84	4,014.00	4,209.50	4,415.00	4,630.00
Subtotal General & Administrative	57,761.25	60,646.25	256,575.50	311,401.21	326,968.21	343,313.56	356,955.89	374,860.62	393,537.59	413,211.40
Maintenance Expenses										
Gate Maintenance - Contract	16,000.00	16,800.00	38,000.00	39,900.00	41,895.00	43,989.75	46,189.24	48,488.70	50,893.63	53,400.82
Gate Repairs	1,000.00	1,050.00	2,500.00	2,625.00	2,756.25	2,894.06	3,038.77	3,190.70	3,350.24	3,517.75
Gate Programming and access card	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55	738.73	775.66
Phone/Internet - Gate	1,500.00	1,575.00	3,000.00	3,150.00	3,307.50	3,472.88	3,648.52	3,828.84	4,014.00	4,209.50
Electric - Street Lights	18,000.00	18,900.00	36,000.00	37,800.00	39,700.00	41,715.00	43,845.00	46,090.00	48,450.00	50,930.00
Electric - Common Area	4,000.00	4,200.00	6,000.00	6,300.00	6,600.00	6,915.00	7,245.00	7,590.00	7,950.00	8,325.00
Electric - Amenity	0.00	0.00	28,000.00	29,400.00	30,870.00	32,415.00	34,035.00	35,735.88	37,522.68	39,398.81
Water - Reuse Landscaping	8,000.00	8,400.00	18,000.00	18,900.00	19,800.00	20,715.00	21,645.00	22,590.00	23,550.00	24,525.00
Gas - Amenity	0.00	0.00	10,000.00	10,500.00	11,025.00	11,576.25	12,153.75	12,757.50	13,388.50	14,046.75
Access Controls - Envera	10,000.00	10,500.00	20,000.00	21,000.00	22,050.00	23,152.50	24,310.13	25,525.63	26,801.91	28,142.01
Amenity Landscape Maintenance	0.00	0.00	24,000.00	25,200.00	26,460.00	27,783.00	29,172.15	30,630.76	32,162.30	33,770.41
Amenity Mulch/Tree Trimming	0.00	0.00	3,500.00	3,675.00	3,858.75	4,051.00	4,254.27	4,468.00	4,692.33	4,924.85
Amenity Landscape Replacement	0.00	0.00	5,000.00	5,250.00	5,512.50	5,788.13	6,077.63	6,381.41	6,700.48	7,035.50
Amenity Irrigation Maintenance	0.00	0.00	1,500.00	1,575.00	1,653.75	1,736.44	1,823.26	1,914.42	2,010.14	2,110.65
Pool Maintenance Contract	0.00	0.00	35,000.00	36,500.00	38,087.50	40,516.88	42,542.72	44,669.85	46,903.35	49,248.51
Pool Permits	0.00	0.00	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55
Pool Maintenance & Repair	0.00	0.00	5,000.00	5,250.00	5,512.50	5,788.13	6,077.63	6,381.41	6,700.48	7,035.50
Pool Pressure Cleaning	0.00	0.00	1,500.00	1,575.00	1,653.75	1,736.44	1,823.26	1,914.42	2,010.14	2,110.65
Fitness Equipment Lease	0.00	0.00	2,400.00	2,520.00	2,646.00	2,778.30	2,917.22	3,063.08	3,216.23	3,377.04
Court Maintenance Contract	0.00	0.00	21,000.00	22,050.00	23,152.50	24,310.13	25,525.63	26,801.91	28,142.01	29,546.11
Amenity Cleaning	0.00	0.00	50,000.00	52,500.00	55,125.00	57,881.25	60,776.31	63,814.08	67,004.78	70,355.02
Landscape maintenance for homes	41,004.00	150,288.00	293,130.00	435,984.00	578,832.00	614,544.00	645,271.20	677,534.76	711,411.50	746,982.07
Entry/Buffer/Mulch/Tree Trimming	60,000.00	63,000.00	100,000.00	105,000.00	107,500.00	109,375.00	111,643.75	114,325.94	117,442.23	120,914.35
Phone/Internet - Amenity	20,000.00	21,000.00	30,000.00	31,500.00	33,075.00	34,728.75	36,465.19	38,288.45	40,202.87	42,213.01
Subtotal Maintenance Expenses	180,664.00	295,838.00	732,987.25	961,007.81	1,151,167.00	1,215,432.75	1,276,264.39	1,340,014.61	1,407,015.34	1,477,368.11
POOLED RESERVES	23,842.53	35,648.43	102,916.28	129,240.90	147,807.52	155,874.63	163,316.03	171,481.52	180,055.29	189,007.75
Total Operating Expenses and Reserves	262,267.78	392,132.68	1,132,079.03	1,421,949.93	1,625,882.74	1,714,820.94	1,796,476.31	1,888,298.75	1,980,098.22	2,079,635.26

The Woodland Preserve Community Development District ("CDD") maintains annual nuisance, exotic species removal and other common areas/facilities owned by the CDD. CDD maintenance of such common areas/facilities owned by the CDD includes Lake & Preserve maintenance expenses.

*The foregoing statements are only forecasts and summary in nature. Costs may be influenced by economic factors, services requested or required by the board and availability of qualified labor and contractors. Charges shown on this disclosure are those in effect on the date of recording. All charges are subject to change in accordance with the rules and regulations governing the Association. Each owner is individually responsible for the property taxes and/or user fees charged by the city, county, state, or special taxing district.

EXHIBIT 6

LIST OF HOLDINGS

The following is a list of proposed holdings of WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), consisting of lands within WOODLAND PRESERVE, a subdivision and improvements thereon which are presently under construction and are to be completed by the developer, KH WOODLAND PRESERVE LLC, a Florida limited liability company:

The following described tract(s) as designated on the Plat of **WOODLAND PRESERVE PHASE I-A**, according to the map or plat thereof to be recorded in the Public Records of Manatee County, Florida:

Tract	Designation
Tract B-1	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-2	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-3	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-4	COMMON AREA
Tract B-5	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-6	COMMON AREA
Tract B-7	COMMON AREA
Tract B-8	COMMON AREA
Tract B-9	COMMON AREA
Tract B-10	COMMON AREA
Tract B-11	COMMON AREA
Tract B-12	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract L-1	MANATEE COUNTY LIFT STATION EASEMENT
Tract R-1	PRIVATE RIGHT OF WAY, DRAINAGE, ACCESS & PUBLIC UTILITY EASEMENT
Tract R-2	FUTURE RIGHT OF WAY SETBACK
Tract R-3	FUTURE RIGHT OF WAY SETBACK
Tract R-4	PRIVATE RIGHT OF WAY, DRAINAGE, ACCESS & PUBLIC UTILITY EASEMENT

It is contemplated that the Association will take title to the above Tracts and the improvements thereon and use and maintain the same in accordance with the COMMUNITY DECLARATION FOR WOODLAND PRESERVE and the Land Development Code of Manatee County, Florida.

EXHIBIT 7

MAINTENANCE PROGRAM

- Weekly:** Mowing of common lawns and grass in Common Area, if any and as applicable (every other week from March through November), weeding, edging, and tree trimming will be done in such areas on an as-needed basis. Lake banks are mowed every other week.
- Monthly:** Visual inspection of sidewalks, any entry features which are part of the Common Areas (if applicable and as needed) and repair as needed. Inspection and bulb replacement on any landscape lighting within Common Areas or other Common Area lighting, if any and as applicable.
- Yearly:** Mulch application to any common flower/tree beds within Common Areas, if any and as applicable. Power washing of entry monuments which are part of the Common Areas, if any and as applicable.

Items listed above may be performed on a different schedule as determined by the Board of Directors and/or subject to any applicable agreement with the Woodland Preserve Community Development District (if any).

The Woodland Preserve Community Development District shall be responsible for annual removal of nuisance and exotic plant species that become reestablished for the life of the project in accordance with the County Land Development Code (Section 701.8.E.).

EXHIBIT 8

NOTICE TO BUYER

The following notice is provided to purchasers of Lots in WOODLAND PRESERVE, located in Manatee County, Florida. All capitalized terms not defined herein shall have the meaning ascribed to them in the COMMUNITY DECLARATION FOR WOODLAND PRESERVE, as amended from time to time (the "**Declaration**") to which this Notice to Buyers is attached.

YOU ARE HEREBY NOTIFIED that:

1. The purchase of your Lot is subject to the Declaration and other Governing Documents (as defined below). Ownership of a Lot in said Subdivision automatically makes you a member of WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), and you are subject to Governing Documents. The Association's Articles of Incorporation, Bylaws, Community Standards and Rules and Regulations, together with the Declaration are referred to herein as the "**Governing Documents**." Owners are entitled to one (1) vote in the affairs of the Association for each Lot owned by such Owner.

3. The Association has the right and power to assess and collect Assessments, as provided in the Governing Documents. A proposed budget for the first ten (10) years in the form as required by Manatee County is attached as **Exhibit 5** to the Declaration but is subject to adoption, amendment and/or modification by the Board of Directors.

4. Any amounts set forth on the proposed budget for the Association is only forecast and summary in nature. The Association may increase that amount as may be required to maintain the Common Areas of the Subdivision, or based on economic factors, services requested or as otherwise required by the Board. Further, the budgeted amounts for Installment Assessments do not include, Special Assessments, Individual Assessments, Use Fees, or any assessments or other charges imposed by the Association or the District.

5. DECLARANT HAS THE RIGHT, WITHOUT FURTHER CONSENT OF THE ASSOCIATION, THE OWNERS, OR ANY OTHER PARTY TO BRING WITHIN THE PLAN AND OPERATION OF THE DECLARATION ANY PROPERTY WHICH IS CONTIGUOUS OR NEARLY CONTIGUOUS TO THE SUBDIVISION, AND NEITHER THE ASSOCIATION NOR ANY OWNER SHALL OBJECT TO ANY SUCH ADDITION(S) AT ANY HEARING OR PROCEEDING, OR OTHERWISE TAKE ANY ACTION IN OPPOSITION TO OR OTHERWISE TO INTERFERE WITH SUCH ADDITION(S). SUCH ADDITIONAL PROPERTY MAY BE SUBJECTED TO THE DECLARATION AS ONE PARCEL OR AS SEVERAL SMALLER PARCELS AT DIFFERENT TIMES. NEITHER THE ASSOCIATION NOR ANY OWNER SHALL OBJECT TO ANY SUCH DEVELOPMENT(S) AT ANY HEARING OR PROCEEDING, OR OTHERWISE TAKE ANY ACTION IN OPPOSITION TO, OR OTHERWISE TO INTERFERE WITH SUCH DEVELOPMENT(S).

6. The Owner of each Lot shall be responsible for maintenance of trees required by Manatee County pursuant to Final Site Plan approval for the Subdivision and in accordance with the following requirements:

- a. Canopy trees within 10' of a public sidewalk shall meet Manatee County Public Works Standard Section 301.0 and Exhibit 301.1 entitled "Sidewalk Location Close to Trees". All sidewalks in the right of way within 10' of an existing or proposed tree that will exceed 6" in diameter at maturity shall be 5" thick and contain 2-#3 rebar centered vertically and spaced 3' on center. Palms are not considered trees.
- b. If within 10' of the tree trunk, potable water service line shall have 48 inches of cover from top of pipe from the meter to the home connection; or, as an alternative, the water line may be installed at 18 inches with a polyethylene service pipe conforming with AWWA C-901.

- c. Where within 10' of the tree trunk, irrigation service lines from the street shall have 48 inches of cover from top of pipe to the valve, or, as an alternative, the irrigation line may be installed at 18 inches with a polyethylene service pipe conforming to AWWA C-901. Irrigation valve shall be located as far as possible from the regulated street tree location to minimize impacts to this infrastructure.

With the exception of Lots 157, 161, 167, 171, 184 and 185 as depicted on the plat of WOODLAND PRESERVE PHASE I-A to be recorded in the Public Records of Manatee County, Florida (the "**Phase I-A Plat**"), all Lots as depicted on the Phase I-A Plat shall each have one (1) replacement tree provided as "street trees" within each such Lot. Specifically, Lots 157, 161, 167, 171, 184 and 185 will have two (2) replacement trees provided as street trees on each such Lot.

THE MAINTENANCE OF THE STREET TREES SHALL BE THE RESPONSIBILITY OF THE OWNER, INCLUDING WITHOUT LIMITATION, PROPER ROOT PRUNING TO AVOID INTERFERENCE OF THE TREE'S ROOTS WITH SIDEWALKS, UTILITIES, FOUNDATIONS OF IMPROVEMENTS CONSTRUCTED ON THE LOTS DUE TO THE NATURAL GROWTH OF STREET TREES.

This Subdivision is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Potential buyers of properties in this area shall recognize the need for such land management activities.

7. Landscape plantings and irrigation shall be provided at various Common Areas and/or landscape buffer locations within the Subdivision, as shown in the Final Site Plan for the Subdivision. Final Site Plan number **PLN2303-0044** may be found in the Records Division of the Planning Department. Purchasers are hereby notified that such plantings may be a code requirement, constituting an obligation on the part of the Association to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and planting shall be part of the Operating Expenses of the Association.

8. THE FIRST PURCHASER OF EACH LOT FROM THE DECLARANT, AT THE TIME OF CLOSING OF THE CONVEYANCE FROM DECLARANT TO THE PURCHASER, SHALL PAY TO THE ASSOCIATION AN "**INITIAL CONTRIBUTION**" IN THE AMOUNT AS SET FORTH IN THE DECLARATION. THE FUNDS DERIVED FROM THE INITIAL CONTRIBUTIONS ARE INCOME TO THE ASSOCIATION AND SHALL BE USED AT THE DISCRETION OF BOARD, INCLUDING WITHOUT LIMITATION, FOR PURPOSES OF FUTURE AND EXISTING CAPITAL IMPROVEMENTS, OPERATING EXPENSES, RESERVES, SUPPORT COSTS AND START-UP COSTS. **IN ADDITION, OWNERS SHALL BE REQUIRED TO PAY RESALE CONTRIBUTIONS AS PROVIDED IN THE DECLARATION.**

9. Purchasers are hereby notified of the following: **EACH OWNER IS HEREBY PLACED ON NOTICE OF THE PRESENCE NEIGHBORING AGRICULTURAL ZONING MAY POSSIBLY INCLUDE USES THAT HAVE ODORS AND NOTICES OR THE USE OF PESTICIDES AND HERBICIDES ASSOCIATED WITH SUCH AGRICULTURAL USES.**

10. Purchasers are hereby notified of the following: THE SITE LIES IN X AE-ZONE WITH A BASE FLOOD ELEVATION OF 20.1' NAVD, A-ZONE, AND X-ZONE, PANEL#12081C0192F, EFFECTIVE 8/10/2021.

11. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of any wetland, wetland buffer areas or upland preservation areas that may be located within the Subdivision without the prior consent of Manatee County:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;
- b. Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;

- c. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;
- d. Removal, mowing, or trimming of trees, shrubs or other vegetation;
- e. Application of herbicides, pesticides or fertilizers;
- f. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;
- g. Surface use except for purposes that permit the land or water areas to remain in its natural condition;
- h. Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;
- i. Acts or uses detrimental to such retention of land or water areas;
- j. Development, as defined by the Land Development Code; and
- k. Planting of vegetative material that is not native to the Southwest Florida region of Florida.

LOTS MAY CONTAIN OR ABUT WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS THAT ARE PROTECTED UNDER THE COUNTY'S LAND DEVELOPMENT REGULATIONS AND/OR RECORDED EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE SUCH WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS EASEMENT OR AS REQUIRED BY THE COUNTY, 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 SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE DISTRICT. THE DISTRICT SHALL BE RESPONSIBLE FOR ANNUAL REMOVAL OF NUISANCE AND EXOTIC PLANT SPECIES THAT BECOME REESTABLISHED FOR THE LIFE OF THE PROJECT IN ACCORDANCE WITH THE COUNTY LAND DEVELOPMENT CODE (SECTION 701.8.E.).

12. In order to provide a clear view of intersecting streets and travel lanes to the motorist, on every corner Lot, at every driveway intersection with streets, and in parking areas, there shall be a clear visibility triangle in accordance with Section 713 of the Manatee County Land Development Code.

13. The following language is included herein as required by Manatee County Zoning Ordinance, PDR-20-16(Z)(G):

- The internal streets within this subdivision will either be owned by the CDD or the Association.
- On-street parking is prohibited within the internal streets of this subdivision if an 11-foot-wide travel lane is provided.
- An existing dog kennel is located at 5200 Spencer Parrish Road, adjacent to the west of this subdivision.

THE FOREGOING STATEMENTS ARE ONLY SUMMARY IN NATURE AND SHALL NOT BE DEEMED TO SUPERSEDE OR MODIFY THE PROVISIONS OF THE DECLARATION, OR ANY SALES CONTRACT BETWEEN A BUYER AND THE DECLARANT.

WOODLAND PRESERVE

EXHIBIT 9

RIGHT OF ENTRY

**RIGHT OF ENTRY
FOR
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE**

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter three of the Land Development Code, Section 336.4 (f.k.a. Ordinance 90-01, Chapter Nine, Section 909.5), and are hereby incorporated as part of the COMMUNITY DECLARATION FOR WOODLAND PRESERVE (the "**Declaration**").

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas or easements as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Area or Easement held by the Association, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in any "Open Space" portions of Common Areas shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed proratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this **Exhibit 9** nor any provision of this Declaration affecting this **Exhibit 9** may be amended without the written consent of Manatee County.

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Form No. 8413(B)

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**MORTGAGEE’S JOINDER IN AND RATIFICATION OF
SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON**

THIS JOINDER AND CONSENT (this “**Joinder**”) is made by **WESTERN ALLIANCE BANK**, an Arizona corporation (“**Mortgagee**”), for good and valuable consideration in hand paid and for the sole purpose of joining and consenting to the plat titled “WOODLAND PRESERVE PHASE I-A,” to be recorded in the Public Records of Manatee County, Florida (the “**Plat**”), which Plat encumbers the property described on **Exhibit A** attached hereto and made a part hereof.

Mortgagee is the owner and holder of that certain Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) recorded as Instrument No. 202241138306 of the Public Records of Manatee County, Florida, as amended by that certain Amendment to Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) recorded as Instrument No. 202341076768 of the Public Records of Manatee County, Florida (as may be modified, collectively the “**Mortgage**”) securing all, or a portion of, the lands subject to the Plat. By this Joinder, Mortgagee hereby joins in, consents to, and ratifies the Plat, including all dedications and reservations thereon, such that any and all interests of Mortgagee in the lands platted thereby are hereby made subject to the Plat, including, without limitation, all dedications, reservations, easements and right-of-way set forth thereon, effective as of the date of the recording of the Plat.

[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

[Signature]
Print Name: Kassandra Ament
Address: 1 East Washington St., Ste. 1400
Phoenix, Arizona 85004

[Signature]
Print Name: Cheyenne Geach
Address: 1 E Washington St., Ste. 1400
Phoenix, AZ 85004

WESTERN ALLIANCE BANK, an Arizona corporation

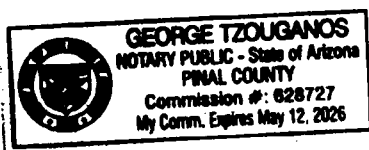
By: [Signature]
Name: John Weyenberg
Title: Team Leader II, C&D Sales, Vice President

STATE OF ARIZONA
COUNTY OF MARICOPA

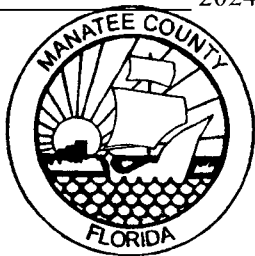
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of JUNE, 2024, by JOHN WEYENBERG, as VICE PRESIDENT of WESTERN ALLIANCE BANK, an Arizona corporation, on behalf thereof, who ☒ is personally known to me or ☐ has provided _____ as identification.

[Signature]
Notary Public – State of ~~Florida~~ ARIZONA (617)
Name: GEORGE TZOUGANOS
My commission expires: MAY 12, 2026

[NOTARY SEAL]



Approved and accepted for and on behalf of the County of Manatee, Florida, this 8th day
of August 2024.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA


CHAIRMAN

ATTEST: _____
Clerk of the Circuit Court

By: Julissa Santana
Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the **POINT OF BEGINNING**; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the **POINT OF BEGINNING**.

Containing 51.865 acres, more or less.

Woodland Preserve Phase IA – Private Project w/Private Improvements
1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items
2)Final Lift of Asphalt
3)Common Area Landscaping & Irrigation
4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area
Signs

**AGREEMENT FOR PRIVATE
SUBDIVISION WITH PRIVATE IMPROVEMENTS
WOODLAND PRESERVE PHASE IA**

This Agreement is entered into as of August 8, 2024, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and KH Woodland Preserve LLC, a Limited Liability Company (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a **Private Residential** subdivision with private streets and other private improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County for approval of a proposed subdivision or final site plan identified **Woodland Preserve Phase IA/PLN2308-0142**; and

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” attached hereto and incorporated herein by reference (hereinafter, the “Private Improvements”), and the installation of water and/or wastewater utility improvements more particularly described in Exhibit “B-2”, and “B-3” attached hereto and incorporated herein by reference (the “Utility Improvements” and collectively with the Private Improvements, the “Improvements”); and

WHEREAS, as the Private Improvements will not be dedicated to the County or to the use and enjoyment of the general public, but will be reserved for the common use and enjoyment of the owners of the Property, and the Utility Improvements will be dedicated to the County; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

ACCEPTED IN OPEN SESSION 8/8/24
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area

Signs

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I

INSTALLATION AND MAINTENANCE OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements PLN2308-0142 (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the Improvements. The Private Improvements shall not be dedicated to the use and enjoyment of the general public but shall be reserved for the common use and enjoyment of the owners of the Property. Developer shall create a homeowner’s association, a property owner’s association, a community development district and/or some other association (hereinafter the “Association”) acceptable to the County, which shall be responsible for the maintenance of the Private Improvements. The County shall not be required or obligated to maintain the Utility Improvements unless and until the County accepts the Utility Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever.

Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area

Signs

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the "Protective Covenants") satisfactory to the County for the maintenance of the Private Improvements. The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

A. Public Utility Improvements. The Utility Improvements shall be dedicated to the County, and shall be covered by one or more defect securities suitable to the County conditioned to pay for any defects in such Improvements which shall become apparent within three (3) years after approval by the County, in accordance with Section 337 of the Code (hereinafter, a "Defect Security"). Should the Developer fail or refuse to correct any defect in any Utility Improvements in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such

Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area Signs

amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvement, the County is hereby authorized to assess the cost of correcting defects in the Improvement against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants an easement over the Property as necessary to allow the County to maintain and correct defects in such Improvements. The Developer, for itself and its successors in ownership acknowledges Manatee County will not restore brick pavers in streets, driveways and or sidewalks, decorative landscaping, walls and/or fences within the utility easements. The Developer, for itself and its successors in ownership, acknowledges that minor settlement may occur with respect to the County's repair work to roads and driveways and that the Developer shall hold the County harmless from any liability due to any such minor settlement. The Developer acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

B. Private Street Maintenance; Conversion to Public Streets. The Protective Covenants shall provide that, upon any default by the Developer, the Association or their successors in interest, of the requirements set forth herein to maintain private streets within the subdivision, which in the view of the County constitutes a threat to the public health, safety or welfare, the County, after due notice of its declaration of a default and a reasonable time to cure, may remove any gates, take possession of the rights-of-way for said streets as public streets (without any obligation to compensate the Developer, the Association or other successors in interest) and assume responsibility for maintenance thereof. The Protective Covenants shall provide that the County may complete any deferred maintenance, or improve or reconfigure such streets, as necessary to bring them into compliance with the Code and County standards. The Protective Covenants shall provide that the County may assess the cost incurred pursuant to this subsection against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Protective Covenants shall provide that, alternatively, the County may use a temporary Municipal Service Taxing Unit or Municipal Service Benefit Unit applied to all or a portion of the Property to fund said costs. The Protective Covenants shall provide that the County shall have an easement over the Property as necessary to allow the County to carry out the provisions of this subsection.

The provisions of this Section 1.5 shall survive any release and termination of this

Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area

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Agreement pursuant to Section 1.12.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in the Utility Improvements during the three-year period specified in Section 15.A, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees resulting from or relating to the construction, maintenance or control of the Improvements by the Developer, its officers, agents or employees prior to transfer to the Association or dedication to the County, as the case may be. Upon the transfer of Private Improvements to the Association, the Association shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees, resulting from or relating to the maintenance or control of the Private Improvements by the Association, its officers, agents or employees. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Manatee County is a third-party beneficiary of the Association's maintenance obligations, that Manatee County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or remove from the Protective Covenants any of the foregoing language pertaining to the Association's maintenance and indemnification obligations without the County's written consent.

1.9 Emergency Access Easements. The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, or general welfare. The granting of such easement shall not be construed to impose

Woodland Preserve Phase IA – Private Project w/Private Improvements

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any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

1.10 Ingress and Egress Easements for Services and Maintenance. Developer shall convey or dedicate (a) to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing necessary services to the Property or the owners of the Property, and (b) to the County for the maintenance of the Utility Improvements, perpetual non-exclusive ingress and egress easements over the private road systems.

1.11 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, the Association and all other successors and assigns in interest.

1.12 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator, or his or her designee, is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled. The obligations set forth in Section 1.5 hereof shall survive any automatic release, or release and termination, granted pursuant to this Section 1.12.

1.13 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be constructed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.14 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or

Woodland Preserve Phase IA – Private Project w/Private Improvements

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Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

1.15 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days from the submission of the defect security and release of the performance security.

Article II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee, and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement,

Woodland Preserve Phase IA – Private Project w/Private Improvements

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and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall

Woodland Preserve Phase IA – Private Project w/Private Improvements

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Signs

be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Engineer
 Manatee County Public Works Department
 1022 26th Avenue East
 Bradenton, FL 34208
 Facsimile: (941)708-7475

With copy to: Manatee County Attorney's Office
 1112 Manatee Avenue West, Suite 969
 Bradenton, Florida 34205
 Attention: County Attorney
 Facsimile: (941)749-3089

If to Developer: _____

 Facsimile: (000) 000-0000

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

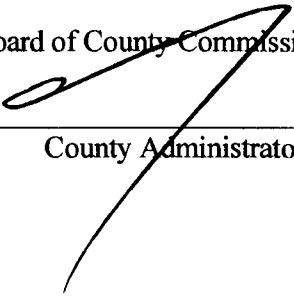
[signature page to follow]

Woodland Preserve Phase IA – Private Project w/Private Improvements
1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items
2)Final Lift of Asphalt
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Signs

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

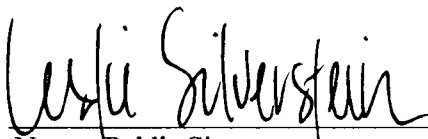
By: 
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of August, 2024 by **Charlie Bishop** (County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced N/A as identification.



[Notary Seal/Stamp]


Notary Public Signature
Leslie E. Silverstein
Printed Name

Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

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Signs

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

[Signature]
Print name: Jacklyn Rogers
[Signature]
Print name: Janell Clark

KH Woodland Preserve LLC
a Limited Liability Company

By: [Signature]
Print Name: Paul Martin
as its: Authorized Signatory

105 NE 1st Street
Postal Address
Delray Beach Florida 33444
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or []
online notarization this 22 day of July, 2024, by Paul Martin
as Authorized Signatory [name and title of signatory] of KH Woodland Preserve [name of
company signing], a LLC [state of formation and type of entity, e.g.,
corporation, LLC], on behalf of the company. He/she is personally known to me or has
produced FL DL as identification.



[Signature]
NOTARY PUBLIC Signature

Honey Ralph
Printed Name

Woodland Preserve Phase IA – Private Project w/Private Improvements

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Signs

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT "A"

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

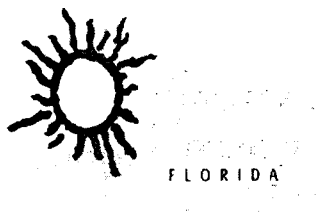
COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the POINT OF BEGINNING.

Woodland Preserve Phase IA – Private Project w/Private Improvements
1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items
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Signs

**EXHIBIT “B-1”
 PRIVATE IMPROVEMENTS**

	Improvement	Estimated Cost
1	Earthwork, Road Construction, Storm Drainage, Miscellaneous Items	\$8,333,941.54
2	Final Lift of Asphalt	\$277,822.74
3	Common Area Landscaping & Irrigation	\$329,654.00
4	Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area Signs	\$4,416.10
5		
6		

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Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.myanatee.org

June 12, 2024

Clearview Land Design, P.L.
Attention: Christopher M. Fisher, P.E.
3010 W Azeele Street, Suite 150
Tampa, FL 33609

RE: BOND2406-0079 - Woodland Preserve Phase 1A (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Performance Cost Estimate

Required Private Improvements

Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

Dear Christopher M. Fisher, P.E.:

Your cost estimate for **BOND2406-0079**, dated **June 12, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of .

A Performance Security in the amount of **\$8,333,941.54** which is **130.00%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Scott May

Scott May P.E., County Engineer
Deputy Director - Engineering Services

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large

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**PROJECT MANAGEMENT DIVISION
ENGINEERING INSPECTIONS
CERTIFICATE OF COST ESTIMATE
PRIVATE PERFORMANCE GUARANTEE
Woodland Preserve Phase I-A**

STATE OF FLORIDA)
) §:
COUNTY OF MANATEE)

I, Christopher M. Fisher, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 85555, hereby certify that I have examined the plat of Woodland Preserve, as filed by Geopoint, located in Section 34, Township 33 South, Range 19 East, Manatee County, Florida; and that the cost of the improvements lying within the said plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for a Performance Guarantee required by the Manatee County Land Development Code.

<u>Schedule I</u>	<u>Amount</u>
Schedule IA Earthwork	\$ 3,795,164.22
Schedule IB Road Construction	\$ 1,337,191.26
Schedule IC Storm Drainage	\$ 1,236,618.78
Schedule ID Miscellaneous Items	\$ 41,750.00
Total	\$ 6,410,724.26

(Attached Schedules Incorporated by Reference)

The Bond amount equals 130 percent multiplied by the cost of improvements.

$$1.30 \times \$ 6,410,724.26 \text{ (Cost)} = \$ 8,333,941.54 \text{ (Bond)}$$

Approved By:

Manatee County Engineering Services Department

Date

Christopher Michael Fisher

Digitally signed
by Christopher
Michael Fisher
Date: 2024.05.06
09:18:54-04'00'

Professional Engineer

05/06/2024

Date

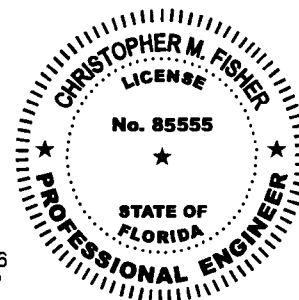
Prepared By:

Tim Winter

Checked By:

Chris Fisher

Checked By:



DocuSign Envelope ID: 9BD37FC6-747E-4440-86B2-B60ADDA3D508

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IA Earthwork

Unit	QTY	Description	Unit Price	Total Amount
LS	1	General Requirements	\$ 9,264.67	\$ 9,264.67
EA	1	Temporary Construction Entrance	\$ 5,624.81	\$ 5,624.81
LF	19250	Silt Fence Installation and Maintenance	\$ 1.75	\$ 33,687.50
LF	200	Turbidity Barrier	\$ 20.00	\$ 4,000.00
LS	1	Clear and Grub	\$ 704,000.00	\$ 704,000.00
LS	1	Dewatering	\$ 34,948.00	\$ 34,948.00
LS	1	Discing	\$ 32,292.70	\$ 32,292.70
LS	1	Site Excavation and Grading	\$ 2,483,630.00	\$ 2,483,630.00
LF	162	Retaining Wall	\$ 400.00	\$ 64,800.00
SY	2284	Sod (16") BOC	\$ 2.81	\$ 6,418.04
SY	65000	Sod - Swales, Slopes 5:1 and Greater	\$ 2.81	\$ 182,650.00
SY	224350	Seed and Mulch	\$ 0.31	\$ 69,548.50
LS	1	Construction Staking	\$ 85,800.00	\$ 85,800.00
LS	1	Final Grading	\$ 78,500.00	\$ 78,500.00
SUBTOTAL SCHEDULE IA				\$ 3,795,164.22

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ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IB Road Construction

Unit	QTY	Description	Unit Price	Total Amount
Roadways - Onsite				
EA	1	Connect to Existing Asphalt Pavement	\$ 1,249.96	\$ 1,249.96
SY	17180	1.25" Type SP-9.5 (First Lft)	\$ 15.63	\$ 268,523.40
5Y	17180	6" Crushed Concrete Base Course (LBR 150 Min.)	\$ 18.47	\$ 317,314.60
5Y	17180	6" Stabilized Subgrade (LBR 40 Min.)	\$ 6.10	\$ 104,798.00
LS	1	Offsite Roadway Widening	\$ 189,952.00	\$ 189,952.00
LF	11410	Type A Curb (Miami)	\$ 21.00	\$ 239,610.00
LF	1377	Type F Curb	\$ 30.00	\$ 41,310.00
LF	1160	Type D Curb	\$ 21.00	\$ 24,360.00
LF	665	Drop Curb	\$ 23.00	\$ 15,295.00
SF	17990	4" Sidewalk	\$ 5.75	\$ 103,442.50
5Y	35	6" Sidewalk	\$ 7.88	\$ 275.80
EA	20	ADA Ramps	\$ 76.00	\$ 1,520.00
5Y	170	Stabilized Turn Around	\$ 12.00	\$ 2,040.00
LS	1	Signage and Pavement Marking	\$ 27,500.00	\$ 27,500.00
SUBTOTAL SCHEDULE IB				\$ 1,337,191.26

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ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IC Storm Drainage

Unit	QTY	Description	Unit Price	Total Amount
Storm - Onsite				
LF	399	12" HDPE	\$ 40.00	\$ 15,960.00
LF	316	15" HDPE	\$ 46.00	\$ 14,536.00
LF	296	18" HDPE	\$ 53.00	\$ 15,688.00
LF	207	15" Class III RCP	\$ 65.72	\$ 13,604.04
LF	2526	18" Class III RCP	\$ 66.72	\$ 168,534.72
LF	1054	24" Class III RCP	\$ 104.09	\$ 109,710.86
LF	783	30" Class III RCP	\$ 162.96	\$ 127,597.68
LF	1222	36" Class III RCP	\$ 208.84	\$ 255,202.48
LF	75	42" Class III RCP	\$ 268.00	\$ 20,100.00
EA	5	Mitered End Section (18" RCP)	\$ 3,450.00	\$ 17,250.00
EA	5	Mitered End Section (24" RCP)	\$ 3,880.00	\$ 19,400.00
EA	1	Mitered End Section (30" RCP)	\$ 6,060.00	\$ 6,060.00
EA	2	Mitered End Section (42" RCP)	\$ 8,730.00	\$ 17,460.00
EA	6	Yard Drain	\$ 2,250.00	\$ 13,500.00
EA	36	Type 1 Curb Inlet	\$ 6,850.00	\$ 246,600.00
EA	14	Manhole	\$ 5,875.00	\$ 82,250.00
EA	3	Grate Top Inlet	\$ 3,125.00	\$ 9,375.00
EA	2	Control Structure (FDOT Type C Box)	\$ 7,640.00	\$ 15,280.00
EA	2	Control Structure (FDOT Type D Box)	\$ 12,380.00	\$ 24,760.00
EA	6	Spillways	\$ 5,545.00	\$ 33,270.00
LS	1	Lamping/TV Testing	\$ 10,480.00	\$ 10,480.00
SUBTOTAL SCHEDULE IC				\$ 1,236,618.78

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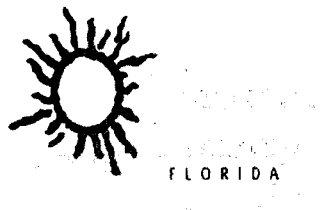
ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: ID Misc. Items

Unit	QTY	Description	Unit Price	Total Amount
	*	<u>PROFESSIONAL SERVICES</u>		
EA	1	Record Drawings	\$ 2,500.00	\$ 2,500.00
EA	1	Cost Estimate - Assurance of Maintenance	\$ 300.00	\$ 300.00
EA	1	Engineer's Certificate	\$ 200.00	\$ 200.00
LS	1	Geotechnical Testing	\$ 38,750.00	\$ 38,750.00
		SUBTOTAL SCHEDULE ID		\$ 41,750.00

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Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.myanatee.org

June 12, 2024

Clearview Land Design, P.L.
Attention: Christopher M. Fisher, P.E.
3010 W Azeele Street, Suite 150
Tampa, FL 33609

RE: BOND2406-0081 - Woodland Preserve Phase 1A (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Performance Cost Estimate

Required Private Improvements
Final Lift of Asphalt

Dear Christopher M. Fisher, P.E.:

Your cost estimate for **BOND2406-0081**, dated **June 12, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of .

A Performance Security in the amount of **\$277,822.74** which is **130.00%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Scott May

Scott May P.E., County Engineer
Deputy Director - Engineering Services

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large

DocuSign Envelope ID: 9BD37FC6-747E-4440-86B2-B60ADDA3D508



Cleaview Land Design, P.L.
Woodland Preserve Phase I-A Final Plat
Engineers Opinion of Probable Cost for Performance
Bond for Private Improvements

Site Development Summary Cost Breakdown

Roadways & Pavement	\$ 213,709.80

Total	\$ 213,709.80

1.30 X \$ 213,709.80 (Cost) = \$ 277,822.74 (Bond)

I, Christopher fisher, P.E. do hereby estimate that the cost of improvements itemized above is \$213,709.80

Furthermore, as required by Manatee County Land Development Code Section 337.5.B., 130% of that estimate specifically, \$277,822.74 is the required amount for the performance security.

Approved By:

Manatee County Engineering Services Department

Date

Professional Engineer

12/22/2023

Date

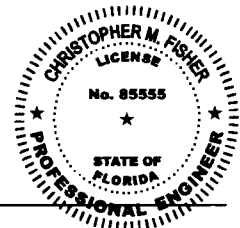
Prepared By:

Tim Winter

Checked By:

Chris Fisher

Checked By:



DocuSign Envelope ID: 9BD37FC6-747E-4440-86B2-B60ADDA3D508



Cleaview Land Design, P.L.
Woodland Preserve Phase I Final Plat
Engineers Opinion of Probable Cost for Performance
Bond for Public Improvements

Roadways & Pavement

PROJECT: Woodland Preserve Phase I-A

Unit	QTY	Description	Unit Price	Total Amount
Roadways - Onsite				
LS	1	Lot Corners	\$ 7,000.00	\$ 7,000.00
LS	1	Benchmarks	\$ 1,500.00	\$ 1,500.00
SY	17180	3/4" SP 9.5 Asphalt (2nd Lift)	\$ 11.61	\$ 199,459.80
LS	1	Permanent Control Points	\$ 2,750.00	\$ 2,750.00
LS	1	Traffic Control Pavement Markings (Second Lift)	\$ 3,000.00	\$ 3,000.00
SUBTOTAL SCHEDULE IB				\$ 213,709.80



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.mymanatee.org

July 10, 2024

Clearview Land Design
Attention: Christopher Fisher

RE: BOND2406-0083 - Woodland Preserve Phase 1-A (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Final Site Plan: PLN2303-0044, PDR-20-16(P)(R)/22-S-34(P)(R)/FSP-22-60(R)
Performance Cost Estimate

Required Private Improvements
Common Area Landscaping & Irrigation

Dear Christopher Fisher:

Your cost estimate for **BOND2406-0083**, dated **July 05, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of **July 10, 2024**.

A Performance Security in the amount of **\$329,654.00**, which is **130%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Kara Koenig
Planning Section Manager
Environmental Planning Section

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large



Woodland Preserve (fka SM Ranch) Phase I-A Final Plat
Engineers Opinion of Probable Cost for Performance
Bond for Private Improvements
PDR-20-16/23-S-68(F)

Site Development Summary Cost Breakdown

Landscape/Irrigation	\$ 253,580.00
Total	\$ 253,580.00

1.30 X \$ 253,580.00 (Cost) = \$ 329,654.00 (Bond)

I, Christopher fisher, P.E. do hereby estimate that the cost of improvements itemized above is \$253,580.00

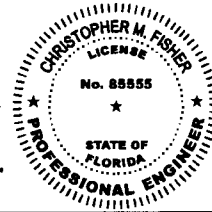
Furthermore, as required by Manatee County Land Development Code Section 337.5.B., 130% of that estimate specifically, \$329,654.00 is the required amount for the performance security.

Applicant Information:

KH Sarasota, LLC
105 NE 1st Street
Delray Beach, FL 33444

Christopher Michael Fisher

Digitally signed
by Christopher
Michael Fisher
Date:
2024.07.05
09:58:41-04'00'



Professional Engineer

Date 07/05/2024

Prepared By: Tim Winter

Checked By: Chris Fisher

Checked By:



Clearview Land Design, P.L.

Woodland Preserve (fka SM Ranch) Phase I-A Engineers Opinion of
Probable Cost for Performance Bond for Private Improvements

Landscape Common Area

PDR-20-16/23-S-68(F)

Item	Description	Quantity	Unit	Unit Price	Total
Onsite					
Common Name (Botanical Name)		Trees			
Purple Tabebuia (Tabebuia impetiginosa)	12-14' HT x 10-12' SPR, 4" Cal.	6	EA	\$ 400.00	\$ 2,400.00
Foxtail Palm- Triple (Wodyetia bifurcata)	20' OAH, 6-8' SPR	1	EA	\$ 500.00	\$ 500.00
Foxtail Palm- Single (Wodyetia bifurcata)	15' HT Min., 6-8' SPR, 100 Gal	28	EA	\$ 250.00	\$ 7,000.00
Cabbage Palm- Hurricane Cut (Sabal Palmetto)	15' HT Min., 4-6' SPR	72	EA	\$ 125.00	\$ 9,000.00
Southern Red Cedar (Juniperus Silicicola)	14-16' HT x 5-6' SPR, 4" Cal.	46	EA	\$ 275.00	\$ 12,650.00
Red Maple (Acer Rubrum)	14-16' HT x 5-6' SPR, 4" Cal.	108	EA	\$ 350.00	\$ 37,800.00
Slash Pine (Pinus Elliotti 'Densa')	14-16' HT x 5-6' SPR, 4" Cal.	127	EA	\$ 275.00	\$ 34,925.00
Southern Magnolia (Magnolia Grandiflora 'D.D. Blanchard')	10-12' HT x 4-6' SPR, 3" Cal.	28	EA	\$ 275.00	\$ 7,700.00
Sweetbay Magnolia (Magnolia Virginiana)	12-14' HT x 5-6' SPR, 3" Cal.	13	EA	\$ 300.00	\$ 3,900.00
Bald Cypress (Taxodium Distichum)	14-16' HT x 5-6' SPR, 4" Cal.	92	EA	\$ 225.00	\$ 20,700.00
Southern Live Oak (Quercus Virginiana)	14-16' HT x 6-7' SPR, 4" Cal.	45	EA	\$ 425.00	\$ 19,125.00
Ligustrum- Multi (Ligustrum japonicum)	6-8' HT, 5-6; SPR, 45 Gal	60	EA	\$ 175.00	\$ 10,500.00
Pink Tuskegee Crape Myrtle-Mult. (Lagerstroemia x Tuskegee)	6-8' HT, 5-6; SPR, 65 Gal	13	EA	\$ 125.00	\$ 1,625.00
		Shrubs			
Pink Muhly Grass (Muhlenbergia)	3 gal. 18-24" x 18-24" SPR	37	EA	\$ 20.00	\$ 740.00
Sweet Viburnum (Viburnum Odoratissimum)	3 gal. 24-36" x 24-36" SPR	970	EA	\$ 15.00	\$ 14,550.00
		Sod/Mulch/Other			
Irrigation	100% Automatic System	1	LS	\$ 70,465.00	\$ 70,465.00
Landscape Common Area Total =					\$ 253,580.00



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.myanatee.org

July 03, 2024

Clearview Land Design
Attention: Christopher Fisher

RE: BOND2309-0009 - Woodland Preserve Phase 1-A (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Final Site Plan: PLN2303-0044, PDR-20-16(P)(R)/22-S-34(P)(R)/FSP-22-60(R)
Performance Cost Estimate

Required Private Improvements

Wetland Buffer Enhancement, Wetland Buffer Nuisance Exotic Plant Removal, and Conservation Area Signs

Dear Christopher Fisher:

Your cost estimate for **BOND2309-0009**, dated **June 18, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of **July 03, 2024**.

A Performance Security in the amount of **\$4,416.10**, which is **130%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Kara Koenig
Planning Section Manager
Environmental Planning Section

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large

**Woodland Preserve (fka SM Ranch) Phase I-A Final
Plat PDR-20-16/23-S-68(F) Engineers Opinion of
Probable Cost for Performance Bond for Private
Improvements**

Site Development Summary Cost Breakdown

Environmental -Wetland Buffer Treatment \$ 3,397.00

Total= \$ 3,397.00

Total *130% \$ 4,416.10

I, Christopher Fisher, P.E. do hereby estimate that the cost of improvements itemized above is
\$ 3,397.00

Futhermore, as required by Manatee County Land Development Code Section 337.5.B., 130% of that estimate
specifically, \$4,416.10 is the required amount of the performance security.

Applicant Information:

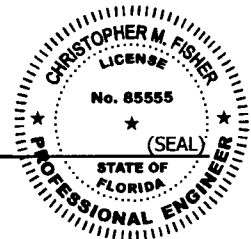
KH Sarasota, LLC
105 NE 1st Street
Delray Beach, FL 33444

Digitally signed by
Christopher Michael
Fisher
Date: 2024.06.18
13:18:40-04'00'

Professional Engineer

06/18/2024

Date



Prepared By:	<u>CMF</u>
Checked By:	<u> </u>
Checked By:	<u> </u>

Woodland Preserve (fka SM Ranch) Phase I-A Final Plat PDR-20-16/23-S-68(F)
Engineers Opinion of Probable Cost for Performance Bond for Private Improvements

Environmental- Wetland Buffer Treatment

PDR-20-16/23-S-68(F)

Item	Description	Quantity	Unit	Unit Price	Total
Onsite					
Southern Wetland Buffer (Tract 600) Invasive Removal (0.10 Ac.)		1	LS	\$ 1,250.00	\$ 1,250.00
Wax Myrtle (Myrica Cerifera)	3 gal. 18-24" x 18-24" SPR	7	EA	\$ 35.00	\$ 245.00
Beauty Berry (Callicarpa Americana)	3 gal. 18-24" x 18-24" SPR	7	EA	\$ 35.00	\$ 245.00
Southern Live Oak (Quercus Virginiana)	5-6 ' HT x 1-2 ' SPR. 7 gal	2	EA	\$ 425.00	\$ 850.00
Cordgrass (Spartina Pectinata)	4" Plugs	69	EA	\$ 3.00	\$ 207.00
Wetland Conservation Signs		3	EA	\$ 200.00	\$ 600.00
Wetland Buffer Treatment Total =					\$ 3,397.00

For buffer plantings refer to environmental narraitve by Ardurra. These include cord grass, Wax Myrtle and Live Oak trees

Woodland Preserve Phase IA – Private Project w/Private Improvements
1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items
2)Final Lift of Asphalt
3)Common Area Landscaping & Irrigation
4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area
Signs

EXHIBIT “B-2”
UTILITY IMPROVEMENTS

	Improvement	Estimated Cost
1		
2		
3		
4		
5		

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Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area

Signs

**EXHIBIT “B-3”
UTILITY IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE
PROJECT

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Woodland Preserve Phase IA – Private Project w/Private Improvements
1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items
2)Final Lift of Asphalt
3)Common Area Landscaping & Irrigation
4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area
Signs

EXHIBIT “C”
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No. 800180722 issued through Atlantic Specialty Insurance Company	\$8,333,941.54
2	Surety Bond No. 800180720 issued through Atlantic Specialty Insurance Company	\$277,822.74
3	Surety Bond No. 800180721 issued through Atlantic Specialty Insurance Company	\$329,654.00
4	Surety Bond No. 800180729 issued through Atlantic Specialty Insurance Company	\$4,416.10
5		
6		

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

**AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
WOODLAND PRESERVE PHASE IA**

This Agreement is entered into as of August 8, 2024, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and KH Woodland Preserve LLC, a Limited Liability Company (hereinafter, the "Developer").

RECITALS

WHEREAS, Developer owns property (hereinafter the "Property") in Manatee County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a [~~residential/commercial/industrial~~] subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the "Code") adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as **Woodland Preserve Phase IA/PLN2308-0142**;

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit "B-1" and Exhibit "B-2" attached hereto and incorporated herein by reference (hereinafter, the "Improvements"); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the "Code") to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit "C" attached hereto and incorporated herein by this reference (hereinafter, individually a "Performance Security", and

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

collectively the "Performance Securities"), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PLN2308-0142 (hereinafter, the "Development Order"), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 337 of the Code (hereinafter, individually a "Defect Security", and collectively the "Defect Securities"). Should the Developer fail or refuse to correct any defect in any installed Improvement in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings,

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

1.9 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

1.11 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.12 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

completion of, and correction of defects in, the Improvements.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

Article II
TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III
AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

If to County: Manatee County Engineer
 Manatee County Public Works Department
 1022 26th Avenue East
 Bradenton, FL 34208
 Facsimile: (941)708-7475

With copy to: Manatee County Attorney's Office
 1112 Manatee Avenue West, Suite 969
 Bradenton, Florida 34205
 Attention: County Attorney
 Facsimile: (941)749-3089

If to Developer: _____

 Facsimile: (000)000-0000

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of August, 2024 by **Charlie Bishop** (County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced N/A as identification.



[Notary Seal/Stamp]

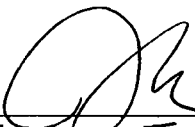
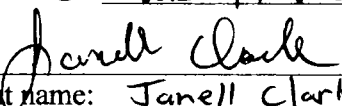
Notary Public Signature
Leslie E. Silverstein

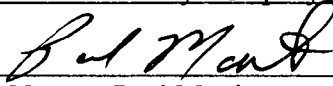
Printed Name

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

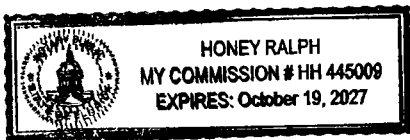

Print name: Jacklyn Rogers

Print name: Janell Clark

KH Woodland Preserve LLC
a Limited Liability Company
By: 
Print Name: Paul Martin
as its: Authorized Signatory
105 NE 1st Street
Postal Address
Delray Beach Florida 33444
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or []
online notarization this 22 day of July, 2024 by Paul Martin
as Authorized [name and title of signatory] of KH Woodland Preserve [name of
company signing], a LLC [state of formation and type of entity, e.g.,
corporation, LLC], on behalf of the company. He/she is personally known to me or has
produced FL DL as identification.




NOTARY PUBLIC Signature
Honey Ralph
Printed Name

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT "A"

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the POINT OF BEGINNING.

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "B-1"
IMPROVEMENTS

	Improvement	Estimated Cost
1	Water Distribution, Sanitary Sewer, Reclaimed Water	\$5,092,576.57
2		
3		
4		
5		



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.mymanatee.org

June 12, 2024

Clearview Land Design, P.L.
Attention: Christopher M. Fisher, P.E.
3010 W Azeele Street, Suite 150
Tampa, FL 33609

RE: BOND2406-0082 - Woodland Preserve Phase 1A (Public)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Performance Cost Estimate

Required Public Improvements

Water Distribution, Sanitary Sewer, Reclaimed Water

Dear Christopher M. Fisher, P.E.:

Your cost estimate for **BOND2406-0082**, dated **June 12, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of .

A Performance Security in the amount of **\$5,092,576.57** which is **130.00%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Scott May

Scott May P.E., County Engineer
Deputy Director - Engineering Services

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large



**PROJECT MANAGEMENT DIVISION
ENGINEERING INSPECTIONS
CERTIFICATE OF COST ESTIMATE
UTILITY PERFORMANCE GUARANTEE
(Woodland Preserve Phase I-A)**

STATE OF FLORIDA)
) §:
COUNTY OF MANATEE)

I, Christopher M. Fisher, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 85555, hereby certify that I have examined the plat of Woodland Preserve Phase I-A, as filed by Geopoint, located in Section 34, Township 33 South, Range 19 East, Manatee County, Florida; and that the cost of the improvements lying within the said plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for a Performance Guarantee required by the Manatee County Land Development Code.

Schedule II

Schedule IIA - Water Distribution	\$ 1,115,784.00
Schedule IIB - Sanitary Sewer	\$ 2,010,218.59
Schedule IIC - Reclaimed Water	<u>\$ 791,364.00</u>

Total	<u><u>\$ 3,917,366.59</u></u>

(Attached Schedules Incorporated by Reference)

The Bond amount equals 130 percent multiplied by the cost of improvements.

1.30 X \$ 3,917,366.59 (Cost) = \$ 5,092,576.57 (Bond)

Approved By:

Manatee County Engineering Services Department

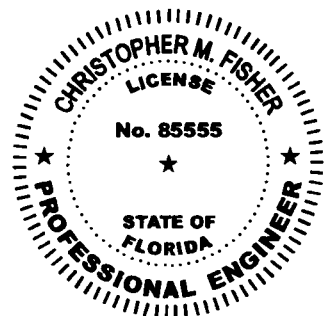
Date

Professional Engineer

05/06/2024

Date

Prepared By: Tim Winter
Checked By: Chris Fisher
Checked By: _____



ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IIA Water Distribution

Unit	QTY	Description	Unit Price	Total Amount
Water - Onsite				
EA	1	Connect to Existing 12" Main	\$ 10,580.00	\$ 10,580.00
EA	1	Temporary Connection Water Service Assembly	\$ 11,050.00	\$ 11,050.00
EA	4	Chlorine Injection Point	\$ 661.00	\$ 2,644.00
LF	1956	12" PVC Water Main	\$ 92.00	\$ 179,952.00
LF	6523	8" PVC Water Main	\$ 44.00	\$ 287,012.00
LF	364	8" DIP Water Main	\$ 54.00	\$ 19,656.00
EA	4	2" Auto Flusher	\$ 6,645.00	\$ 26,580.00
EA	11	12" Gate Valve and Box	\$ 4,550.00	\$ 50,050.00
EA	26	8" Gate Valve and Box	\$ 2,685.00	\$ 69,810.00
EA	8	Fire Hydrant Assembly (8" Main)	\$ 8,360.00	\$ 66,880.00
LS	1	Watermain Fittings	\$ 73,215.00	\$ 73,215.00
LF	80	16" Steel Casing	\$ 186.00	\$ 14,880.00
LF	100	24" Jack & Bore	\$ 1,070.00	\$ 107,000.00
EA	39	Single Service	\$ 1,060.00	\$ 41,340.00
EA	73	Double Service	\$ 1,735.00	\$ 126,655.00
LS	1	Testing	\$ 28,480.00	\$ 28,480.00
SUBTOTAL SCHEDULE IIA				\$ 1,115,784.00

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IIB Sanitary Sewer

Unit	QTY	Description	Unit Price	Total Amount
Sanitary Sewer - Onsite				
LS	1	Lift Station (Complete)	\$ 488,220.00	\$ 488,220.00
LF	1128	8" PVC (6-8 FT)	\$ 52.26	\$ 58,949.28
LF	949	8" PVC (8-10 FT)	\$ 53.16	\$ 50,448.84
LF	940	8" PVC (10-12 FT)	\$ 60.31	\$ 56,691.40
LF	755	8" PVC (12-14 FT)	\$ 65.67	\$ 49,580.85
LF	606	8" PVC (14-16 FT)	\$ 94.87	\$ 57,491.22
LF	751	8" PVC (16-18 FT)	\$ 117.00	\$ 87,867.00
LF	269	8" PVC (18-20 FT)	\$ 123.00	\$ 33,087.00
LF	960	8" PVC (20-24FT)	\$ 129.00	\$ 123,840.00
LF	50	10" PVC (20-24FT)	\$ 140.00	\$ 7,000.00
EA	8	4' Sanitary Manhole (6-8 FT)	\$ 5,800.00	\$ 46,400.00
EA	2	4' Sanitary Manhole (8-10 FT)	\$ 6,950.00	\$ 13,900.00
EA	3	4' Sanitary Manhole (10-12 FT)	\$ 7,760.00	\$ 23,280.00
EA	3	4' Sanitary Manhole (12-14 FT)	\$ 8,420.00	\$ 25,260.00
EA	3	4' Sanitary Manhole (14-16 FT)	\$ 10,480.00	\$ 31,440.00
EA	1	4' Sanitary Manhole (16+ FT)	\$ 11,275.00	\$ 11,275.00
EA	25	Single Service	\$ 1,675.00	\$ 41,875.00
EA	80	Double Service	\$ 2,985.00	\$ 238,800.00
LS	1	Televiser Sanitary Sewer	\$ 34,575.00	\$ 34,575.00
LF	3787	6" PVC Force Main	\$ 29.00	\$ 109,823.00
LS	1	Force Main Fittings	\$ 22,420.00	\$ 22,420.00
EA	6	6" Gate Valve	\$ 4,470.00	\$ 26,820.00
LF	80	8" Directional Drill FM	\$ 227.00	\$ 18,160.00
LF	60	14" Steel Casing	\$ 197.00	\$ 11,820.00
EA	1	Blow Off Assembly	\$ 2,625.00	\$ 2,625.00
EA	1	4' Sanitary Manhole (8-10 FT) (Polymer)	\$ 19,705.00	\$ 19,705.00
EA	2	4' Sanitary Manhole (14-16 FT) (Polymer)	\$ 27,185.00	\$ 54,370.00
EA	2	4' Sanitary Manhole (20-22 FT) (Polymer)	\$ 33,405.00	\$ 66,810.00
EA	2	4' Sanitary Manhole (22-24 FT) (Polymer)	\$ 34,575.00	\$ 69,150.00
EA	1	4' Sanitary Manhole (10-12 FT) (Polymer) (DROP)	\$ 36,050.00	\$ 36,050.00
EA	1	4' Sanitary Manhole (16-18 FT) (Polymer) (DROP)	\$ 42,760.00	\$ 42,760.00
EA	1	4' Sanitary Manhole (22-24 FT) (Polymer) (DROP)	\$ 49,725.00	\$ 49,725.00
SUBTOTAL SCHEDULE IIB				\$ 2,010,218.59

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IIC Reclaimed Water Distribution

Unit	QTY	Description	Unit Price	Total Amount
Reclaimed Water - Onsite				
EA	1	Connect to Existing 12" Main	\$ 2,750.00	\$ 2,750.00
EA	1	Temporary Connection Water Service Assembly	\$ 11,050.00	\$ 11,050.00
EA	4	Chlorine Injection Point	\$ 661.00	\$ 2,644.00
LF	1649	12" PVC Reclaimed Main	\$ 89.00	\$ 146,761.00
LF	2052	8" PVC Reclaimed Main	\$ 44.00	\$ 90,288.00
LF	168	8" DIP Reclaimed Main	\$ 54.00	\$ 9,072.00
LF	4257	6" PVC Reclaimed Main	\$ 30.00	\$ 127,710.00
LF	485	6" DIP Reclaimed Main	\$ 44.00	\$ 21,340.00
EA	6	12" Gate Valve and Box	\$ 2,684.00	\$ 16,104.00
EA	9	8" Gate Valve and Box	\$ 2,685.00	\$ 24,165.00
EA	17	6" Gate Valve and Box	\$ 2,010.00	\$ 34,170.00
LF	80	12" Directional Drill RM	\$ 265.00	\$ 21,200.00
LF	59	24" Steel Casing	\$ 275.00	\$ 16,225.00
EA	3	Blow off Assemblies	\$ 1,575.00	\$ 4,725.00
LS	1	Watermain Fittings	\$ 71,460.00	\$ 71,460.00
EA	25	Single Service	\$ 1,060.00	\$ 26,500.00
EA	80	Double Service	\$ 1,735.00	\$ 138,800.00
LS	1	Testing	\$ 26,400.00	\$ 26,400.00
SUBTOTAL SCHEDULE IIC				\$ 791,364.00

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "B-2"
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "C"
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No. 800180723 issued through Atlantic Specialty Insurance Company	\$5,092,576.57
2		\$
3		\$
4		\$
5		\$

Angelina "Angel" Colonnese
Clerk of the Circuit Court of Manatee County Florida
1115 Manatee Avenue West, Bradenton, Florida 34205
P.O. Box 25400, Bradenton, Florida 34206
Phone (941) 749-1800 Fax (941) 741-4082
www.manateeclerk.com

Recorded By: dhernandez
Cashiered By: hclark

Receipt#: 900676902

Payee Name: KOLTER PAYMENTS LLC

Receipt Date: 08/13/2024

Instrument(s): 202441085068-PLAT, 202441085069-CONDO RELATED, 202441085070-NOTICE,
202441085071-AGREEMENT, 202441085072-AGREEMENT

Receipt Total:	\$1,718.00
Amount Tendered:	\$1,718.00
Overage:	\$0.00
Service Fee	\$0.00
Total PAID	\$1,718.00

Check	\$1,718.00	CHECK #	00022020

Amount Paid	\$1,718.00

This service fee is charged by MyFloridaCounty.com. Your Credit Card Statement will display the vendor name of MyFloridaCounty.com for billing details. For Information on refunds or for general inquiries, please call customer support at (877) 326 8689.

Receipt#: 900676902

Payee Name: KOLTER PAYMENTS LLC

Receipt Date: 08/13/2024

Instrument(s): 202441085068-PLAT, 202441085069-CONDO RELATED, 202441085070-NOTICE,
202441085071-AGREEMENT, 202441085072-AGREEMENT

Instrument: 202441085068 PLAT		
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$135.00
Instrument Total:		\$165.00
Instrument: 202441085069 CONDO RELATED		
001000000341100	RECORDING FEE \$5/\$4	\$509.00
199000000341150	PRMTF \$1/\$.50	\$64.00
001000000208911	PRMTF FACC \$.10	\$12.70
199000000341160	PRMTF CLERK \$1.90	\$241.30
001000000208912	PRMTF BCC \$2	\$254.00
Instrument Total:		\$1,081.00
Instrument: 202441085070 NOTICE		
001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
Instrument Total:		\$35.50
Instrument: 202441085071 AGREEMENT		
001000000341100	RECORDING FEE \$5/\$4	\$129.00
199000000341150	PRMTF \$1/\$.50	\$16.50
001000000208911	PRMTF FACC \$.10	\$3.20
199000000341160	PRMTF CLERK \$1.90	\$60.80
001000000208912	PRMTF BCC \$2	\$64.00
Instrument Total:		\$273.50
Instrument: 202441085072 AGREEMENT		
001000000341100	RECORDING FEE \$5/\$4	\$77.00
199000000341150	PRMTF \$1/\$.50	\$10.00
001000000208911	PRMTF FACC \$.10	\$1.90
199000000341160	PRMTF CLERK \$1.90	\$36.10
001000000208912	PRMTF BCC \$2	\$38.00
Instrument Total:		\$163.00

Receipt

8/13/2024 4:06:08PM

Page 2 of 2

Fines, fees, services charges, court costs and other costs are determined by law enacted by the Florida Legislature. If requested, a receipt is available indicating specific fund account distribution.

APPROVED in Open Session
8/8/24

Manatee County Board of County
Commissioners



August 8, 2024 - Land Use Meeting

Subject

Approval of Final Plat Woodland Preserve Phase 1-A PLN2308-0142 (District 1)

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Natalie Chiapusio, Planner I, natalie.chiapusio@mymanatee.org, 941-748-4501 ext. 6839

Action Requested

1. Execute and Record Final Subdivision Plat;
2. Record the Community Declaration for Woodland Preserve;
3. Accept, Execute, and Record Mortgagee's Joinder in and ratification of subdivision plat and all dedications and reservations thereon;
4. Authorize the County Administrator to accept, execute, and record Agreement for Private Subdivision with Public Improvements Woodland Preserve Phase I-A;
5. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Woodland Preserve Phase I-A, Surety Bond No. 800180723 issued through Atlantic Specialty Insurance Company for \$5,092,576.57;
6. Authorize the County Administrator to accept, execute, and record Agreement for Private Subdivision with Private Improvements Woodland Preserve Phase I-A;
7. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Woodland Preserve Phase I-A, Surety Bond No. 800180722 issued through Atlantic Specialty Insurance Company for \$8,333,941.54;
8. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Woodland Preserve Phase I-A, Surety Bond No. 80180720 issued through Atlantic Specialty Insurance Company for \$277,822.74;
9. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Woodland Preserve Phase I-A, Surety Bond No. 80180721 issued through Atlantic Specialty Insurance Company for \$329,654.00;
10. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Woodland Preserve Phase I-A, Surety

Bond No. 80180729 issued through Atlantic Specialty Insurance Company for \$4,416.10.

Enabling/Regulating Authority

Manatee County Land Development Code Ordinance 15-17, as amended; Manatee County Comprehensive Plan, Future Land Use Element Goal 2.4, adequate public facilities in all developed or developing areas. The project has been issued a Certificate of Level of Service for Traffic Circulation, mass transit, drainage, solid waste, parks, potable water, sanitary sewer, school facilities. Objective 2.4.2 Concurrency, CLOS-022-080.

Background Discussion

The Final Subdivision Plat for 152 single-family detached lots.

Location: West side of Jim Davis Road and east of Spencer Parrish Road.

The Developer has posted Surety Bonds for performance of required for public improvements, private improvements, water distribution, sanitary sewer, reclaim water, earthwork, road construction, storm drainage, final lift of asphalt, common area landscaping, irrigation, conservation area, signs, wetland buffer enhancement and exotic plant removal.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records [emailed on:8/14/24](#)

Please send the Plat Book and Page numbers to: natalie.chiapusio@mymanatee.org

Please send the Plat Book and Page numbers to: brian.bellino@mymanatee.org

Please send the Plat Book and Page numbers to: MaryRobin.Thiele@clearviewland.com

Please send the Plat Book and Page numbers to: charles.meador@mymanatee.org

Please Record all financial agreements associated with this plat per Ordinance-14-02

Please include recording receipt for each separate agreement

Please Notify Fiscal Management Division, Bond Coordinator, when original agreements and securities are ready for pick up: brandy.wilkins@mymanatee.org

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



Building and Development Services Department
1112 Manatee Ave West, Suite 408
Bradenton, FL 34205
Phone: (941) 749-3012
ReviewerOnCall@mymanatee.org
www.mymanatee.org

Form D1 - Affidavit of Ownership/Agent Authorization Form

Property Owner (Company or Individual): KH Sarasota LLC

Mailing Address: 105 NE 1st Street, Delray Beach FL 33444

Officer's Name and Title: The Kolter Group LLC, Manager

Being first duly sworn, depose(s) and say(s):

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: See attached Legal
2. That this property constitutes the property for which a request for (Type of Application Approval Requested): FSP, PSP, Construction Plan, Final Plat is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint Clearview Land Design, P.L. as agent(s) to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct (Click on the plus (+) sign to add more owner names).

 / Authorized Signatory
Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February (month) 2023 (year), by Paul Martin (name of person acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification.


Signature of Notary Public - State of Florida
(Print, Type or Stamp Commissioned Name
Of Notary Public to the Left of Signature)



April Ralph
Comm.: HH 256606
Expires: June 11, 2026
Notary Public - State of Florida

**CERTIFICATE AS TO THE RESOLUTIONS OF
THE MANAGER OF
KH SARASOTA LLC**

THE UNDERSIGNED, being the Manager of KH Sarasota LLC (the "Company"), does hereby certify that the following is a true and complete copy of a Resolution adopted by the Manager of said Company which Resolution has not been revoked, rescinded, cancelled or modified and remains in full force and effect.

RESOLVED, that the Company shall execute all contracts, documents, purchase agreements, affidavits, deeds, settlement statements, agreements, instruments, permits, applications, and all necessary papers and documents in connection with the leasing, acquisitions, development, and disposition of real property for sale; and

IT IS FURTHER RESOLVED, that the following individuals acting on behalf of the Company are authorized, empowered and directed to do singly, all such further acts, and execute and deliver all such contracts, closing documents, settlement statements, purchase and sale agreements, deeds, papers, leases, documents, instruments, applications, and agreements and otherwise take any action as may be necessary or appropriate in connection with the aforesaid resolution:

Mark Bines	Authorized Signatory
Robert Rademacher	Authorized Signatory
Christopher Schmitz	Authorized Signatory
Robert Smithwick II	Authorized Signatory
Kevin McKyton	Authorized Signatory
Marc Friedman	Authorized Signatory
Paul Martin	Authorized Signatory

AND BE IT FURTHER RESOLVED, that all actions heretofore taken by the foregoing persons and all things done by this authority with respect to the foregoing resolution, and the actions contemplated thereby, are hereby agreed to, ratified, approved and adopted.

CERTIFIED that the Operating Agreement of the Company does not impair or restrict the Company's ability to execute and deliver the documents required to hereunder.

IN WITNESS WHEREOF, this written consent is made effective as of the 24th day of February, 2023.

KH SARASOTA LLC

By: The Kolter Group LLC
Its: Manager

By: 
Devin Radkay, Manager

Subdivision Plat Reference: WOODLAND PRESERVE PHASE I-A

TITLE CERTIFICATION

LEGAL DESCRIPTION: *(Attached as Exhibit "A")*

This title certification is based solely on that certain Owner & Encumbrance Property Information Report attached hereto as Exhibit "B" and incorporated herein by reference.

I, Aubrey A. Burris, Esq., Attorney-at-Law, hereby confirm that apparent record title to the land described on Exhibit "A" attached hereto is in the name of KH WOODLAND PRESERVE LLC, a Florida limited liability company, formerly known as KH Sarasota LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded as Instrument # 202241138303 and Special Warranty Deed recorded as Instrument # 202441054682. All property taxes for the year 2023 have been paid on the land described as of the date of certification. All mortgages or liens not satisfied or released of record are as follows:

MORTGAGEES:

Western Alliance Bank

OFFICIAL RECORD INFORMATION:

Instr# 202241138306 and Instr# 202341076768

LIENS:

Notice of Commencement recorded Sept. 26, 2023 as Instrument # 202341102276.
Notice of Commencement recorded March 5, 2024 as Instrument # 202441021918.
Notice of Commencement recorded April 5, 2024 as Instrument # 202441034742.
Notice of Commencement recorded April 18, 2024 as Instrument # 202441039893.
Notice of Commencement recorded April 18, 2024 as Instrument # 202441039894.
Notice of Commencement recorded April 18, 2024 as Instrument # 202441039895.
Notice of Commencement recorded April 18, 2024 as Instrument # 202441039896.
Notice of Commencement recorded April 18, 2024 as Instrument # 202441039897.
Notice of Commencement recorded April 18, 2024 as Instrument # 202441039898.
Notice of Commencement recorded April 18, 2024 as Instrument # 202441039899.

This Title Certification is effective as of May 29, 2024, at 8:00 a.m.

WITNESS my hand and official seal at Hillsborough County, Florida, this 5th day of June, 2024.

Attorney Signature: _____


Aubrey A. Burris, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 E. Jackson Street, Suite 2100
Tampa, Florida 33602
FL. Bar No. 118112

EXHIBIT "A"

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Owner & Encumbrance Property Information Report

[SEE ATTACHED ON FOLLOWING 4 PAGES]



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

1410 N. Westshore Blvd. Ste. 800

Tampa, FL 33607

Phone: 813-228-0555

Fax: 866 596-8764

OWNER & ENCUMBRANCE PROPERTY INFORMATION REPORT

Agent File No.: 45575.0011

File No: 23064757

Stearns, Weaver, Miller, Weissler, Alhadeff & Sitt

401 E. JACKSON ST. STE 2100

TAMPA, FL 33602

Phone: 813-223-4800

ATTN: Mary K. Anderson

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

Legal Description:

See Attached Legal Description

Last Record Title Holder:

KH Woodland Preserve LLC, a Florida limited liability company, formerly known as KH Sarasota LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded November 18, 2022 in Official Records Instrument No. 202241138303; and Special Warranty Deed recorded May 28, 2024 in Official Records Instrument No. 202441054682.

Documents of Record (Encumbrances/Matters Affecting Title) (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (copies attached):

1. Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) executed by KH Sarasota LLC, a Florida limited liability company, to Western Alliance Bank, an Arizona corporation, dated November 17, 2022, and recorded November 18, 2022, in Official Records Instrument No. 202241138306, securing the original principal amount of \$29,550,000.00, as amended by Amendment to Construction Mortgage and Fixture Filing (With Assignment of Rents and Security Agreement), recorded July 18, 2023 in Official Records Instrument No. 202341076768.
2. Intentionally Deleted.
3. Memorandum of Additional Consideration by and between Gamble Creek Associates, LLC, and KH Sarasota, LLC, a Florida limited liability company, recorded November 18, 2022 in Official Records Instrument No. 202241138308, as amended by Amendment to Memorandum of Additional Consideration

recorded May 28, 2024 in Official Records Instrument No. 202441054684.

4. Intentionally Deleted.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Intentionally Deleted.
8. Notice of Commencement recorded September 26, 2023 in Official Records Instrument No. 202341102276.
9. Notice of Commencement recorded March 5, 2024 in Official Records Instrument No. 202441021918.
10. Notice of Commencement recorded April 5, 2024 in Official Records Instrument No. 202441034742.
11. Intentionally Deleted.
12. Notice of Commencement recorded April 18, 2024 in Official Records Instrument No. 202441039893. (as to proposed Lot 109)
13. Notice of Commencement recorded April 18, 2024 in Official Records Instrument No. 202441039894. (as to proposed Lot 18)
14. Notice of Commencement recorded April 18, 2024 in Official Records Instrument No. 202441039895. (as to proposed Lot 195)
15. Notice of Commencement recorded April 18, 2024 in Official Records Instrument No. 202441039896. (as to proposed Lot 110)
16. Notice of Commencement recorded April 18, 2024 in Official Records Instrument No. 202441039897. (as to proposed Lot 194)
17. Notice of Commencement recorded April 18, 2024 in Official Records Instrument No. 202441039898. (as to proposed Lot 132)
18. Notice of Commencement recorded April 18, 2024 in Official Records Instrument No. 202441039899. (as to proposed Lot 133)

Additional encumbrances such as easements, restrictions, etc. affecting title:

- A. Easement Agreement by and between KH Sarasota LLC, a Florida limited liability company, and Gamble Creek Associates LLC, a Florida limited liability company, recorded November 18, 2022 in Official Records Instrument No. 202241138304.
- B. Fill Removal and Storage Easement by and between Gamble Creek Associates, LLC, a Florida limited liability company, and KH Sarasota LLC, a Florida limited liability company, recorded November 8, 2022 in Official Records Instrument No. 202241138305.
- C. Records Notice of Environmental Resource Permit given by Southwest Florida Water Management District, recorded December 27, 2022 in Official Records Instrument No. 202241150799.
- D. Declaration of Covenants and Restrictions made by KH Sarasota LLC, a Florida limited liability company, recorded April 11, 2023 in Official Records Instrument No. 202341036978.

- E. Notice of Establishment of the Woodland Preserve Community Development District recorded July 28, 2023 in Official Records Instrument No. 202341081235.
- F. Woodland Preserve Community Development District Initial Declaration of Consent recorded March 8, 2024 in Official Records Instrument No. 202441023560.
- G. Speculative Hold Harmless and Indemnification Agreement by and between KH Woodland Preserve LLC and Manatee County, recorded March 22, 2024 in Official Records Instrument No. 202441028493.

Period Searched:

From January 1, 1990 to May 29, 2024 @ 8:00 AM.

Tax Information:

Tax ID 491600109 and 491600059
Numbers:

2023 Taxes are Paid
Back Taxes: None.

[Support Copies](#)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Date: June 5, 2024



Jennifer Petrick - Authorized Signatory

EXHIBIT A

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the POINT OF BEGINNING.

Subdivision Plat Reference: WOODLAND PRESERVE PHASE I-A

TITLE CERTIFICATION

LEGAL DESCRIPTION: *(Attached as **Exhibit "A"**)*

This title certification is based solely on that certain Owner & Encumbrance Property Information Report attached hereto as **Exhibit "B"** and incorporated herein by reference.

I, Aubrey A. Burris, Esq., Attorney-at-Law, hereby confirm that apparent record title to the land described on **Exhibit "A"** attached hereto is in the name of **KH WOODLAND PRESERVE LLC, a Florida limited liability company**, formerly known as KH Sarasota LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded in Official Records Instrument No. 202241138303, and **GAMBLE CREEK ASSOCIATES, LLC, a Florida limited liability company**, by virtue of Special Warranty Deed recorded in Official Records Instrument No. 202241138302, as their interests may appear. All property taxes for the year 2022 have been paid on the land described as of the date of certification. All mortgages or liens not satisfied or released of record are as follows:

MORTGAGEES:

Western Alliance Bank
Gamble Creek Associates, LLC

OFFICIAL RECORD INFORMATION:

Instr# 202241138306
Instr# 202241138307 and Instr# 202241138308

LIENS:

Notice of Commencement recorded March 9, 2023 in Official Records Instrument No. 202341024142.

This Title Certification is effective as of June 5, 2023, at 8:00 a.m.

WITNESS my hand and official seal at Hillsborough County, Florida, this 10th day of August, 2023.

Attorney Signature: _____

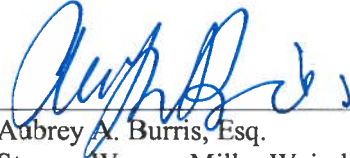

Aubrey A. Burris, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 E. Jackson Street, Suite 2100
Tampa, Florida 33602
FL. Bar No. 118112

EXHIBIT "A"

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.83 feet to a point on the Westerly right of way line of Jim Davis Road; thence along said Westerly right of way line, S.00°14'49"W., a distance of 892.94 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1966.57 feet to the POINT OF BEGINNING.

EXHIBIT “B”

Owner & Encumbrance Property Information Report

[SEE ATTACHED ON FOLLOWING 4 PAGES]



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

1410 N. Westshore Blvd. Ste. 800

Tampa, FL 33607

Phone: 813-228-0555

Fax: 866 596-8764

OWNER & ENCUMBRANCE PROPERTY INFORMATION REPORT

Agent File No.: 45575.0011

File No: 23064757

Stearns, Weaver, Miller, Weissler, Alhadeff & Sitt

401 E. JACKSON ST. STE 2100

TAMPA, FL 33602

Phone: 813-223-4800

ATTN: Mary K. Anderson

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

Legal Description:

See Attached Legal Description

Last Record Title Holder:

KH Woodland Preserve LLC, a Florida limited liability company, formerly known as KH Sarasota LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded November 18, 2022 in Official Records Instrument No. 202241138303;

and

Gamble Creek Associates, LLC, a Florida limited liability company, by virtue of Special Warranty Deed recorded November 18, 2022 in Official Records Instrument No. 202241138302;

as their interests may appear.

Documents of Record (Encumbrances/Matters Affecting Title) (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (copies attached):

1. Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) executed by KH Sarasota LLC, a Florida limited liability company, to Western Alliance Bank, an Arizona corporation, dated November 17, 2022, and recorded November 18, 2022, in Official Records Instrument No. 202241138306, securing the original principal amount of \$29,550,000.00.

2. Deposit Release Mortgage by and between Gamble Creek Associates, LLC, a Florida limited liability company, (Mortgagor), and KH Sarasota LLC, a Florida limited liability company (Mortgagee), dated November 17, 2022, and recorded November 18, 2022, in Official Records Instrument No. 202241138307, securing the original principal amount of \$666,666.67.
3. Memorandum of Additional Consideration by and between Gamble Creek Associates, LLC, and KH Sarasota, LLC, a Florida limited liability company, recorded November 18, 2022 in Official Records Instrument No. 202241138308.
4. Notice of Commencement recorded March 9, 2023 in Official Records Instrument No. 202341024142.

Additional encumbrances such as easements, restrictions, etc. affecting title:

- A. Easement Agreement by and between KH Sarasota LLC, a Florida limited liability company, and Gamble Creek Associates LLC, a Florida limited liability company, recorded November 18, 2022 in Official Records Instrument No. 202241138304.
- B. Fill Removal and Storage Easement by and between Gamble Creek Associates, LLC, a Florida limited liability company, and KH Sarasota LLC, a Florida limited liability company, recorded November 8, 2022 in Official Records Instrument No. 202241138305.
- C. Records Notice of Environmental Resource Permit given by Southwest Florida Water Management District, recorded December 27, 2022 in Official Records Instrument No. 202241150799.
- D. Declaration of Covenants and Restrictions made by KH Sarasota LLC, a Florida limited liability company, recorded April 11, 2023 in Official Records Instrument No. 202341036978.

Period Searched:

From January 1, 1990 to June 5, 2023 @ 8:00 AM.

Tax Information:

Tax ID 491600003 and 494200009
Number:

2022 Taxes are Paid
Back Taxes: None.

Note: It appears future Taxes will be assessed under Tax ID Numbers 491600109 and 491600059.

Support Copies

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the

recipient(s) of the property information report.

Date: June 14, 2023

A handwritten signature in cursive script that reads "Jennifer Petrick". The signature is written in dark ink and is positioned above a horizontal line.

Jennifer Petrick - Authorized Signatory

EXHIBIT A

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.83 feet to a point on the Westerly right of way line of Jim Davis Road; thence along said Westerly right of way line, S.00°14'49"W., a distance of 892.94 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1966.57 feet to the POINT OF BEGINNING.



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 17, 2023

Gamble Creek Associates, LLC
Attn: David Gobin
5800 Lakewood Blvd
Sarasota, FL 34240

KH Sarasota, LLC
Attn: Paul Martin
105 NE 1st Street
Delray Beach, FL 33444

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction Major Modification**
Project Name: SM Ranch Phase 1 Modification
App ID/Permit No: 871824 / 43003906.003
County: Manatee
Sec/Twp/Rge: S34/T33S/R19E, S33/T33S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: FDEP Southwest District Office
Christopher Fisher, P.E., Clearview Land Design, P.L.



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August 17, 2023

Gamble Creek Associates, LLC
Attn: David Gobin
5800 Lakewood Blvd
Sarasota, FL 34240

KH Sarasota, LLC
Attn: Paul Martin
105 NE 1st Street
Delray Beach, FL 33444

Subject: **Notice of Agency Action - Approval**
ERP Individual Construction Major Modification
Project Name: SM Ranch Phase 1 Modification
App ID/Permit No: 871824 / 43003906.003
County: Manatee
Sec/Twp/Rge: S34/T33S/R19E, S33/T33S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: FDEP Southwest District Office
 Christopher Fisher, P.E., Clearview Land Design, P.L.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43003906.003**

EXPIRATION DATE: **August 17, 2028**

PERMIT ISSUE DATE: **August 17, 2023**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: SM Ranch Phase 1 Modification

GRANTED TO: Gamble Creek Associates, LLC
Attn: David Goben
5800 Lakewood Blvd
Sarasota, FL 34240

OTHER PERMITTEES: KH Sarasota, LLC
Attn: Paul Martin
105 NE 1st Street
Delray Beach, FL 33444

ABSTRACT: This permit authorization is for the modification of a currently under construction stormwater management system approved under Environmental Resource Permit (ERP) No. 43003906.002, serving a 191.09-acre residential project. The proposed activities primarily include:

1. Inclusion of an additional stormwater pond (Pond 6) and revising the roadways and lot layouts in the vicinity of this pond. Pond 6 has also been sized to account for a future 3.30 acres of residential neighborhood.
2. Revising Pond 3 to expand the Future Amenity Center tract.
3. Revised total lot count to 220 units.
4. Pond 1 has been sized to account for a future 0.66 acre of future roadway.

It should be noted that no changes to or additional encroachment into the 100-year floodplain is proposed in this modification. No additional project area is proposed and no additional wetland impacts are proposed.

This Permit Modification No. 43003906.003, amends the previously issued Permit No. 43003906.002, and adds conditions. All other original permit conditions remain in effect.

The project is located at the northeast corner of the intersection of Golf Course Road and Spencer Parish Road, in Manatee County.

OP. & MAIN. ENTITY:	Woodland Preserve Neighborhood Association, Inc.
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	Manatee
SEC/TWP/RGE:	S34/T33S/R19E, S33/T33S/R19E
TOTAL ACRES OWNED OR UNDER CONTROL:	248.94
PROJECT SIZE:	191.09 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	May 25, 2023
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 6	2.90	MAN-MADE WET DETENTION
	Total: 2.90	

Water Quantity/Quality Comments: The proposed pond provides treatment for runoff from the site via wet detention. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Floodplain Comment: No changes to or additional encroachment into the 100-year floodplain is proposed in this modification.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Comments:

No wetland impacts are proposed or authorized. All surface water impacts were previously approved under Permit No. 43003906.002.

Mitigation Information

Mitigation is not required.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominium

The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

5. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
6. This Permit Modification No. 43003906.003, amends the previously issued Permit No. 43003906.002, and adds conditions. All other original permit conditions remain in effect.
7. For the areas shown on the construction drawings as 3.30 Ac. (Future) and 0.66 Ac. (Future), a permit modification shall be obtained for any construction in these areas.
8. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
9. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
10. The Permitted Plan Set for this project includes the set received by the District on July 26, 2023.
11. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

12. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
13. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
14. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
15. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
16. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
17. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
18. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
19. 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.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. 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., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. 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 Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. 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(8)(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.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. 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.
 - e. 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.
 - f. 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:
 1. 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
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. 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 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.
 2. 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.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. 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.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. 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.
- k. The permittee shall hold and save the Agency 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.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. 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.
- m. Upon reasonable notice to the permittee, Agency 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.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work 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 notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. 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.
 - p. 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.
 - q. 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 Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. 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.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

SM Ranch Phase 1 Modification

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S34/T33S/R19E, S33/T33S/R19E

SEC(S)/TWP(S)/RGE(S)

Gamble Creek Associates, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 871824 / 43003906.003

DATE ISSUED: August 17, 2023



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

CONCURRENCY CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE
Development Services Department
Manatee County, Florida

Public facilities must serve land development adequately according to adopted level-of-service standards. This certificate verifies adequacy or exemption and will reserve impacts unless expired. It offers no other assurance, does not approve any development order and does not grant any development rights. It applies only to the identified proposed project and must accompany development order(s) for the project.

Date Issued: October 27, 2022 **Expiration Date:** October 27, 2025
Certificate Number: CLOS-22-080
Project Name: SM Ranch Phase I
Project File No.: PDR-20-16(P)/22-S-34(P)/FSP-22-60
Type of Development Order: Final Site Plan
Location: **Sec.:** 33 & 34 **Twp.:** 33 **Range:** 19 **Land Acres:** 252.4
DP# 491600003, 494200009 **Wastewater Treatment Plant:** N
Address: 5300 Spencer Parrish Road, NCT

MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE?

YES XX NO

The TIA did not identify any off-site concurrency-related improvement which are directly attributed to project impacts.

The TIA identified one (1) access related improvement which is directly attributed to project impacts. The site-related improvement, which will improve traffic ingress and egress to the proposed site, is listed below:

1. Spencer Parrish Road at Project Driveway (Left-In/Left-Out/Right-In/Right-Out):
 - Construct a roundabout per FDM 213 standards and (NCHRP) Report 672 guidance.

APPROVAL:

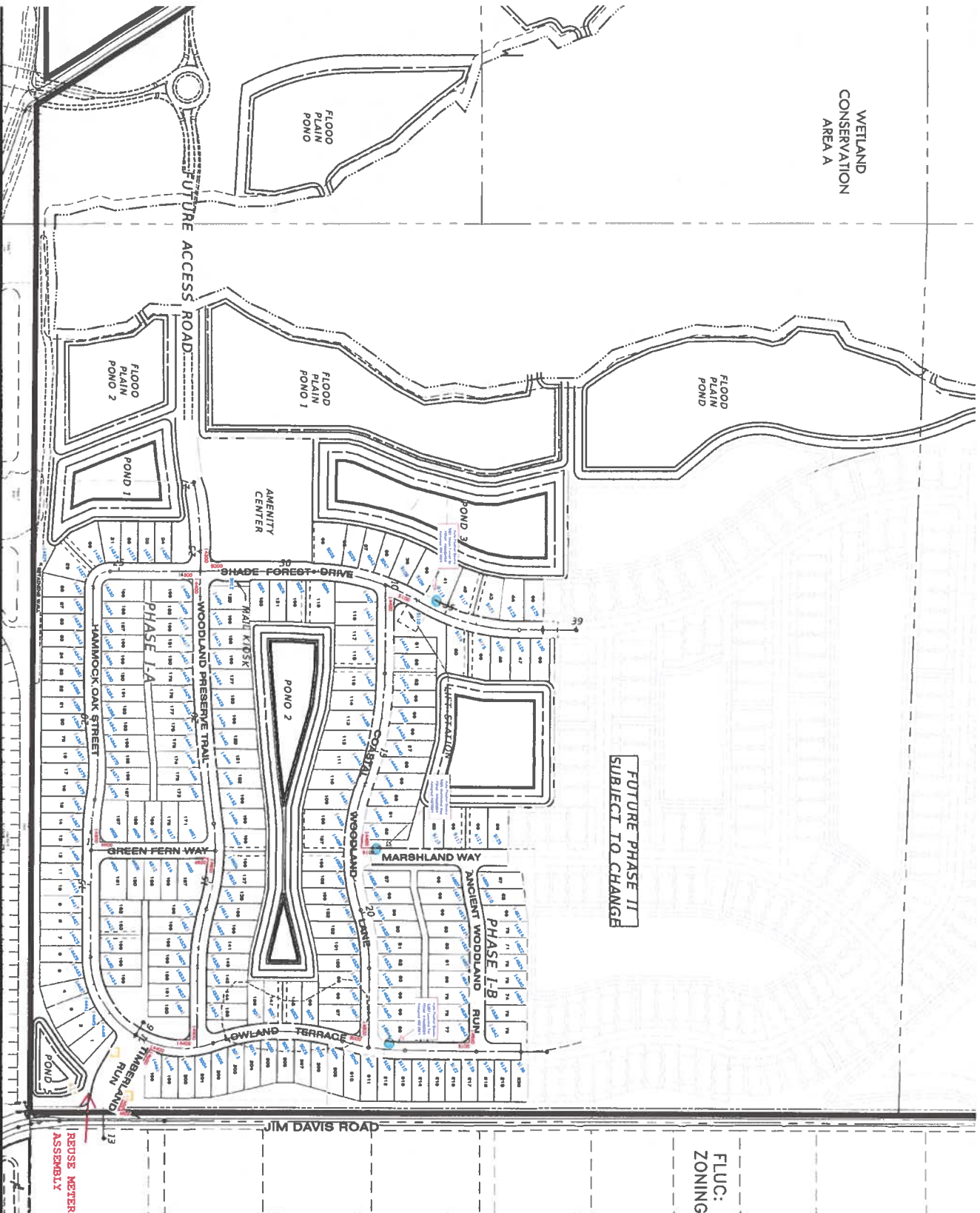
This development complies with the Comprehensive Plan Concurrency requirements:

 Digitally signed by Susan Barfield
 Date: 2022.12.13 08:53:03 -05'00'

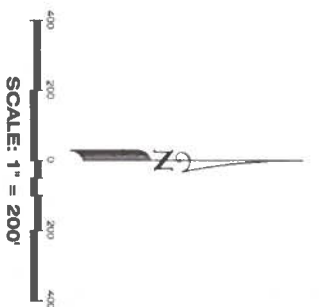
Approved by: Development Services Dept., Transportation Planning Division
 (Traffic circulation, mass transit, drainage, solid waste, parks, potable water, sanitary sewer, school facilities)

*257 single family detached lots

WETLAND
CONSERVATION
AREA A



FLUC:
ZONING



Legend
XXXXXX Address Assignments
XXXXXX Block Range
Water / Auto Right-of-Way
Address Needed

ADDRESS PLAN WOODLAND PRESERVE

PREPARED BY:
Clearview
LAND DESIGN, P.L.

Registered Business Number: KY28898
3010 W. Ashtree St., Suite 150, Tampa, Florida 33609
Office: 813-223-3919 Fax: 813-223-3975

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

**COMMUNITY DECLARATION
FOR
WOODLAND PRESERVE**

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Exhibit 2 – Articles of Incorporation
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Exhibit 4 – Environmental Resource Permit
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Exhibit 9 – Right of Entry

**WOODLAND PRESERVE
Declaration**

**COMMUNITY DECLARATION
FOR
WOODLAND PRESERVE**

THIS COMMUNITY DECLARATION FOR WOODLAND PRESERVE (this "**Declaration**") is made this ____ day of _____, 2024, by KH WOODLAND PRESERVE LLC, a Florida limited liability company (the "**Declarant**"), joined by WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

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

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

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

"**ACC**" shall mean the Architectural Control Committee for WOODLAND PRESERVE established pursuant to Section 19.1 hereof.

"**Access Control System**" shall mean any system intended to control access to WOODLAND PRESERVE or any portion thereof, as may be constructed by the Declarant, as determined by the Declarant in its sole discretion. The Declarant is not obligated to, nor has it represented that it will, construct any Access Control System(s) within WOODLAND PRESERVE. The Declarant is the sole judge any Access Control System(s) constructed by the Declarant. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER (AS DEFINED HEREIN) AND THE OCCUPANT OF EACH HOME (AS SUCH TERMS ARE DEFINED HEREIN) ACKNOWLEDGES THE DECLARANT 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 AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

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

WOODLAND PRESERVE
Declaration

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

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

“Association” shall mean WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

“Board” shall mean the Board of Directors of the Association.

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

“Common Areas” shall mean any and all real property interests and personalty within WOODLAND PRESERVE 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 Centers (as defined herein), any Retaining Walls (as defined herein), entrance features, buffer or landscaped areas, fountains, if any, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, private rights of way, irrigation facilities, sidewalks, street lights, and commonly used facilities. The Common Areas do not include any portion of the Facilities (as defined herein) which will be owned and/or controlled by the District (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 OR COMPONENTS THAT WOULD OTHERWISE BE CONSIDERED COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE DISTRICT AND SHALL COMPRISE PART OF THE FACILITIES. DISTRICT FACILITIES SHALL NOT INCLUDE COMMON AREAS.

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

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

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

“County” shall mean Manatee County, Florida.

“Declarant” shall mean KH WOODLAND PRESERVE 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 have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Except as otherwise provided in the instrument of assignment, in the event of a partial assignment of some, but not all, of the Declarant’s rights

and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee.

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

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

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

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

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

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

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

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

"Home" shall mean a residential dwelling and appurtenances thereto constructed on a Lot. The term Home may not reflect the same division of property as reflected on the Plat(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.

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

references to "family members" of Owners or Lessees used in this Declaration shall mean "Immediate Family Members."

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

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

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

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

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

"Lot" shall mean 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" shall mean collectively any full or partial concept plan for the development of WOODLAND PRESERVE, 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 WOODLAND PRESERVE, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Occupy", "Occupies" or "Occupancy" unless otherwise specified in the Governing Documents, these terms shall mean staying overnight in a particular Home for at least ninety (90) total days in the subject calendar year. 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 (and shall include, without limitation, a Resident (as defined herein)).

"Operating Expenses" shall mean 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, private roadways, the Access Control System, the Recreational Facilities, the Retaining Walls, and the Mail Delivery Center(s); all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider or Private Street Light Provider (as defined herein), if any; the costs of any maintenance of facilities pursuant to any separate maintenance agreement between the Association and the District (if and as applicable); 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) furnished to Owners; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant; 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. If any of the foregoing items identified as possible

Operating Expenses are included as District Maintenance Special Assessments, the same shall not be included in Operating Expenses.

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

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

"Permit" shall collectively mean Permit No. 43003906.002 issued by SWFWMD (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 Immediate Family Members, guests and invitees, and **"Permitted Users"** shall collectively mean all of the foregoing.

"Plat" shall mean any plat of any portion of WOODLAND PRESERVE 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 WOODLAND PRESERVE, as such phase is added to this Declaration.

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

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

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

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

"Resident" shall mean each natural person who resides in a Home.

"Rules and Regulations" shall mean the Rules and Regulations governing WOODLAND PRESERVE 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 WOODLAND PRESERVE 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.

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

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

"Surface Water Management System" or **"SWMS"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2023). The SWMS includes those works authorized by SWFWMD pursuant to the Permit. The SWMS will be operated and maintained by the District.

"SWFWMD" shall mean the Southwest Florida Water Management District.

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

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

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

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

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

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

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

"Wetland, Wetland Buffer, and Upland Preservation Areas" shall have the meaning set forth in Section 25.4 herein. The Wetland, Wetland Buffer, and Upland Preservation Areas will be part of the Facilities and will be owned and maintained by the CDD.

"WOODLAND PRESERVE" 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.

3. **Plan of Development.**

3.1 **Plan.** The planning process for WOODLAND PRESERVE is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents and other Agreements (as defined herein), the Declarant may and has the right to develop WOODLAND PRESERVE and adjacent property owned by the Declarant into residences comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, and other forms of residential dwellings as determined by 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 WOODLAND PRESERVE as finally developed.

3.2 **Governing Documents.** The Governing Documents create a general plan of development for WOODLAND PRESERVE which may be supplemented by additional covenants, restrictions and easements applicable to any portion of WOODLAND PRESERVE. Nothing in this Section shall preclude any Supplemental Declaration, any amendment, or other recorded covenants applicable to any portion of WOODLAND PRESERVE from containing additional restrictions or provisions that are more restrictive than

the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners and to all Occupants of Homes, as well as their respective 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. If there is any conflict between the Declaration, the Articles, the Bylaws, and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of Florida law as it exists as of the date of recording this Declaration, the provisions of the Declaration, the Articles, and the Bylaws, in that order, shall prevail.

3.3 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 violate 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 or the Plat(s) may identify some of the Facilities or Common Areas within WOODLAND PRESERVE. 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 or site plans or construction plans are not a guarantee of what improvements will be constructed as Facilities or Common Areas. Site plans and renderings used by the Declarant in its marketing efforts may illustrate the types of improvements that may be constructed as Facilities or Common Areas but such site plans or other depictions are not a guarantee of what improvements will actually be constructed as Facilities or Common Areas. Each Owner should not rely on the Plat(s) or any site plans or other renderings used for illustration purposes, as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas or Facilities. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of WOODLAND PRESERVE owned by the Declarant or to reconfigure any Lot or other land owned by the Declarant, for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat(s) or converting any Lot or portion thereof to use as a right-of-way, provided the Declarant owns the lands affected by or subject to such change. Further, the Declarant shall have the right to replat all or any part of WOODLAND PRESERVE 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, its affiliates, and/or third party investors may market and/or sell Homes to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant, its affiliates, and/or third party investors may own Homes and may lease such Homes to Occupants, including, Lessees, that are not the record title owners of the Home. Consequently, Homes may be leased to or occupied by persons other than the record title owner of such Home. All Lease Agreements or other Occupancy agreements for Homes shall be subject to the Occupancy and Alienation Restrictions (as defined herein). Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that: (i) limit the total number of Homes that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.

3.6 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 County Required Disclosure. The following disclosure is given as required by the County: WOODLAND PRESERVE is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Potential buyers of properties in this area shall recognize the need for such land management activities.

4. Amendment.

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

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration, the Community Standards, and/or the Rules and Regulations, as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by 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 WOODLAND PRESERVE; (ii) additions or deletions from WOODLAND PRESERVE 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. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests. After the Turnover, the 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 SWFWMD. 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, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to 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, SWFWMD 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 WOODLAND PRESERVE by the Declarant. Except for applicable governmental approvals (if any) and except for the consent of the record title owner of such additional lands if such record title owner is not the Declarant, no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of WOODLAND PRESERVE. 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 WOODLAND PRESERVE.

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. A quorum for any meeting of the members for the purpose of approving annexations after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of WOODLAND PRESERVE (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 WOODLAND PRESERVE shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of WOODLAND PRESERVE shall not require the consent or joinder of any other party (including, without limitation, the

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Association, Owners, or any Lenders). The Association shall have no right to withdraw land from WOODLAND PRESERVE.

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. If the Association ceases to exist, and to the extent they are not owned and operated by the District, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies 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 SWFWMD prior to such termination, dissolution, or liquidation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, WOODLAND PRESERVE and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate, and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of WOODLAND PRESERVE 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, revitalized for successive terms and/or otherwise applicable in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. Alternatively, following the Community Completion Date, the members may terminate this Declaration by an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or 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 Home or 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

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severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of all Assessments accruing with respect to such Lot prior to the date of transfer.

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

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

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

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

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

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

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

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

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

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of WOODLAND PRESERVE for various public purposes or for the provision of telecommunications systems, or to make any portions of WOODLAND PRESERVE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of WOODLAND PRESERVE. 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 be the sole judge of the composition of any Common Area improvements constructed by the Declarant. 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. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. SOME COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREAS" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE FACILITIES OWNED BY THE DISTRICT. AS SUCH, COMMON AREAS ARE LIMITED TO THOSE COMMONLY SHARED IMPROVEMENTS THAT ARE NOT FACILITIES OWNED BY THE DISTRICT.

9.2 Construction of Common Areas and Facilities Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas and/or Facilities as 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 within WOODLAND PRESERVE, 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,

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

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

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

9.4.2.2 matters reflected on the Plat(s);

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

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

9.4.2.5 a perpetual, nonexclusive drainage easement over the SWMS in favor of the District.

9.4.2.6 in the event the Association believes that the Declarant shall have failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law, or the Common Areas

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

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

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

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, and subject to the Owner's maintenance obligations as provided in Section 11 below, the Association is responsible for the maintenance, repair and/or resurfacing of any paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, the private roadways, parking areas, pathways, bicycle paths, and sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to paved or concrete surfaces caused by the negligent or willful acts of Permitted Users utilizing WOODLAND PRESERVE through or under an Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense.

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

9.8 Use.

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

9.8.2 Right to Allow Use. The Declarant and/or the Association (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 Street 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 Retention/Detention Areas. NEITHER THE DECLARANT, THE DISTRICT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN WOODLAND PRESERVE; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE DISTRICT, 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 HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE DISTRICT, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE DISTRICT, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN WOODLAND PRESERVE.

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

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within WOODLAND PRESERVE; and (v) design of any portion of WOODLAND PRESERVE. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, the Association and the District and their respective employees, directors, representatives, officers, agents, affiliates, shareholders, members, attorneys and partners (collectively, "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 Facilities, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common

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Areas or Facilities, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE FACILITIES, COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND FACILITIES MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH PERMITTED USER IS RESPONSIBLE FOR THEIR OWN SAFETY. THE DECLARANT AND THE ASSOCIATION MAKE NO REPRESENTATION WHATSOEVER AS TO THE TYPE, NATURE, OR NUMBER OF WILDLIFE PRESENT WITHIN OR AROUND WOODLAND PRESERVE.

9.8.6 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 within WOODLAND PRESERVE, including, without limitation, use of the Common Areas by Permitted Users. Should any Permitted User bring suit against the Declarant, the District, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Permitted User shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas or other portions of WOODLAND PRESERVE. The Rules and Regulations and any amendments thereto need not be recorded in the Public Records. The Common Areas, Facilities and other applicable portions of WOODLAND PRESERVE shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

9.9.2 Declarant 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 or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of WOODLAND PRESERVE or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant and its agents, Contractors, and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within WOODLAND PRESERVE, 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 WOODLAND PRESERVE), general office and construction operations within WOODLAND PRESERVE; (iii) place, erect or construct portable, temporary or accessory buildings or structures within WOODLAND PRESERVE 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 WOODLAND PRESERVE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or any other portions of WOODLAND PRESERVE, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of WOODLAND PRESERVE including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to WOODLAND PRESERVE by dredge or dragline, store fill within WOODLAND PRESERVE and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, WOODLAND PRESERVE 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 WOODLAND PRESERVE.

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9.10 Public Facilities. WOODLAND PRESERVE may include one or more public facilities that may be dedicated to the District or the County. Lift station(s) and/or pump station(s) located within the boundaries of WOODLAND PRESERVE or otherwise serving WOODLAND PRESERVE may be dedicated to or installed by the County as part of the waste water treatment system.

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

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

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

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

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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 may install a controlled access facility at one or more access points to WOODLAND PRESERVE. The Declarant is the sole judge of any Access Control System(s) constructed by Declarant serving WOODLAND PRESERVE. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for WOODLAND PRESERVE. 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 WOODLAND PRESERVE. The Declarant hereby reserves for itself, its contractors and suppliers, and each of their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant prior to the Community Completion Date. If the Association attempts to restrict or control access into WOODLAND PRESERVE or any portion thereof through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard. The foregoing rights of Declarant shall extend through Turnover and shall survive so long as Declarant owns any property within WOODLAND PRESERVE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DECLARANT NEITHER COMMITS TO, NOR SHALL HEREBY BE OBLIGATED TO, CONSTRUCT ANY SUCH ACCESS CONTROL SYSTEM. THE ASSOCIATION AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH OWNER, OCCUPANT AND ANY OTHER PERSON ENTERING INTO OR USING ANY PORTION OF WOODLAND PRESERVE SHALL ASSUME THE RISK OF DAMAGE TO VEHICLES OR PERSONS WHICH MAY BE CAUSED BY THE ACCESS CONTROL SYSTEM, AND THE DECLARANT 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 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 and Guests. Subject to all Rules and Regulations, guests and minors are permitted to use the Recreational Facilities; 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 Occupants and guests 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 and/or regulations as to designated times for minors and/or guests to use 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

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shall not allow any damage to the Recreational Facilities or interfere with the rights of other such Permitted Users hereunder. Owners are responsible for the actions of all Occupants and guests associated with such Owner. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

9.16.1.3 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 shall be liable to such parties for all Losses, costs, and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

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

9.16.5.2 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

9.16.5.3 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 a 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 an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's, Occupant's, Lessee's or other individual's rights to use the Recreational Facilities shall be imposed in accordance with Section 20.6 below.

9.17 Water Mains and Damage to Common Areas. In the event the County or any of its 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 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. The costs associated with any such repair or replacement shall be part of the Operating Expenses, if such expenses are not paid for by the County.

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. Except as otherwise specifically provided in this Declaration, the Association shall have no responsibility for the maintenance of landscaped areas within any Lot or any Right-of-Way (as defined herein) immediately adjacent to such Lot. Except as otherwise provided in this Declaration, the record title owner of each such Lot shall be responsible for all landscaping and improvements within any portion of such Lot and the Right-of-Way immediately adjacent to a Lot. The Association shall be responsible for certain landscape maintenance within each Lot and Right-of-Way in accordance with the following terms:

10.2.1 General. The Association shall be responsible for mowing and fertilization of grass, edging, mulching (one time per year or otherwise determined by the Board), landscape-related exterior pest control, and trimming and pruning of shrubs and trees less than ten feet (10') tall, and routine inspections of irrigation facilities and routine repair of sprinkler heads and controllers. The foregoing shall all 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 THE LOT AND IMMEDIATELY ADJACENT RIGHT-OF-WAY WHICH EXCEED TEN FEET (10') IN HEIGHT. The Association shall also be responsible for such landscape maintenance within the Right-of-Way immediately adjacent to such Lot. The foregoing landscape maintenance on Lots and the immediately adjacent Right-of-Way shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such landscape maintenance on Lots and the immediately adjacent Right-of-Way shall constitute a part of the Operating Expenses. Notwithstanding anything contained herein to the contrary, in the event any landscaping within a Lot or the Right-of-Way located immediately adjacent to such Lot, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the record title owner of the Lot shall be solely responsible for the replanting, repair, and/or replacement of such landscaping with sound, healthy plant materials approved by the ACC. Any such repair, replanting and/or replacement shall be consistent with the Community Standards, Rules and Regulations and any other applicable restrictions set forth in this Declaration. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for the replacement or replanting of sod, grass, shrubs, trees, or any other landscaping within a Lot or the Right-of-Way located immediately adjacent to such Lot, and the record title owner of each Lot shall be responsible for any such replacement and replanting of the landscaped areas. In the event landscaped areas are not replaced

by the record title owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the record title owner. 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. EXCEPT FOR THE ASSOCIATION'S LAWN AND LANDSCAPE MAINTENANCE AS EXPRESSLY PROVIDED IN THIS SECTION, THE RECORD TITLE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REGULAR AND ROUTINE MAINTENANCE, REPAIR, REPLACEMENT AND/OR REPLANTING (AS APPLICABLE) OF ALL GRASS AND LANDSCAPED AREAS AND OTHER IMPROVEMENTS WITHIN ANY PORTION OF SUCH LOT OR THE IMMEDIATELY ADJACENT RIGHT-OF-WAY. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for trimming any trees within the Lot or Right-of-Way located immediately adjacent to the Lot which exceed ten feet (10') in height, and the record title owner of the Lot shall routinely prune and trim all such trees in a safe and appropriate manner.

EACH RECORD TITLE OWNER ACKNOWLEDGES THAT SOME LOTS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS IN WOODLAND PRESERVE. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL CONSTITUTE A PART OF THE OPERATING EXPENSES.

10.2.2 Additional Landscape Maintenance. Each Owner, by acceptance of a deed, 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, neglect or negligence by a Permitted User. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the landscaping (or allows the modification of landscaping) as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Installment Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ACC. 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.

10.2.4 Irrigation Facilities. In connection with the Association's landscape maintenance as provided in this Section 10.2, the Association shall be responsible for maintenance and repair of irrigation facilities within the Lot and Right-of-Way immediately adjacent to the Lot, including repair and replacement of damaged sprinkler heads, maintenance and repair of piping or valves that comprise the irrigation system of the Lots, except in the case of damage caused by the actions of a Permitted User, or damage due to any wildlife, natural disaster or other Act of God. The cost associated with the Association's routine maintenance, repair and replacement of the irrigation facilities within Lots and adjacent Right-of-Way shall constitute a part of the Operating Expenses for which Assessments shall be levied, except in the case of costs for repair and/or replacement of damage caused by the actions of a Permitted User or damage due to any wildlife, natural disaster or other Act of God, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SWFWMD, and/or the County regulations. Irrigation water will be provided by the County and will be individually metered for each Lot such that the costs associated with irrigation water usage for each Lot shall be paid by the record title owner of the Lot to the County. The Association shall have direct and unimpeded 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

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

10.2.5 Proviso. Notwithstanding the Association's maintenance obligations provided in this Section, in the event an Owner installs a gated or enclosed fence upon their Lot or any other improvement which impedes or restricts the Association's access to the Lot, as determined by the Board in its sole discretion, then the Owner shall be solely responsible for maintenance, repair and replacement of any landscaping and irrigation facilities located within such Owner's Lot and the Association shall have no responsibility for the same. In the event an Owner installs a gated or enclosed fence upon their Lot which impedes or restricts the Association's access to the Lot and the Association is no longer required to maintain such Lot in accordance with this Section, the Owner of such Lot shall not be entitled to any discount, refund or abatement of Assessments, or any other fees, as a result of the reduced maintenance obligations for such Owner's Lot. Nothing in this Section shall limit the Association's rights under Section 19 of this Declaration nor shall this Section be construed to alleviate an Owner's obligation to comply with Section 19 of this Declaration.

10.3 Irrigation Water Usage; Reclaimed Water. Irrigation water will be provided by the County and will be individually metered for each Lot such that the costs associated with irrigation water usage for each Lot and adjacent Right-of-Way (as applicable) shall be paid to the County by the record title owner of the Lot. The costs associated with irrigation water usage for all Common Areas shall be deemed part of the Operating Expenses. If required by the County, reclaimed or reuse irrigation water may be used within WOODLAND PRESERVE and the Association shall have the right to enter into a Reclaimed Water Use Agreement or other agreement with the County from time to time to provide reclaimed or reuse irrigation water to Lots and/or Common Areas.

10.4 Roadways. Roadways within WOODLAND PRESERVE 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 WOODLAND PRESERVE shall be part of the Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

10.5 Right-of-Way. Subject to the maintenance obligations of Owners set forth in Section 11 and elsewhere in this Declaration, the Association shall be responsible for maintenance of any landscaping, trees, irrigation facilities or community sidewalk located in the right-of-way adjacent to any Common Areas; however, the Association shall not be responsible for the replacement of any such trees or landscaping. With respect to any Right-of-Way immediately adjacent to a Lot, the Association shall be responsible for maintaining the landscaping and irrigation facilities within such Right-of-Way in accordance with Section 10.2 above. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no responsibility for trimming any trees within the Lot or Right-of-Way located immediately adjacent to the Lot which exceed ten feet (10') in height, and the record title owner of the Lot shall routinely prune and trim all such trees in a safe and appropriate manner. The cost associated with any such maintenance of the trees and landscaping located in the right-of-way adjacent to any Common Areas or any Right-of-Way immediately adjacent to a Lot shall be part of the Operating Expenses. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to trees or landscaping caused

by any negligent or willful acts of Permitted Users. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of Permitted Users shall subject the Owner and Lot to an Individual Assessment for such costs.

10.6 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 (as applicable) only to the extent specifically provided herein (or to the extent provided in any separate agreement to which the Association is a party or is otherwise subject), and 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 the Lot.

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

10.8 Right of Entry. The Declarant, the Association, the District, are granted a perpetual and irrevocable easement over, under and across all of WOODLAND PRESERVE 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 WOODLAND PRESERVE if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.9 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), either by amendment to this Declaration or any other written instrument, 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 WOODLAND PRESERVE. Such areas may abut, or be proximate to, WOODLAND PRESERVE, 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.

10.10 Mail Kiosks. 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 Kiosks**"). No mailboxes are permitted except the Mail Kiosks originally installed by the Declarant or Mail Kiosks substantially similar to the Mail Kiosks originally installed by the Declarant. Mail Kiosks, if any, shall be maintained by the Association in first class condition and appearance in accordance with the Community Standards and the requirements of any controlling governmental authority. All costs associated with the

maintenance, repair and replacement of the Mail Kiosks shall be part of the Operating Expenses, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners.

10.11 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 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 WOODLAND PRESERVE or adjacent to the boundaries of WOODLAND PRESERVE, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "Agreements"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that WOODLAND PRESERVE, or certain portions thereof, is subject to the terms and conditions of the Agreements or in this Declaration, 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 WOODLAND PRESERVE, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, OR SHARE CERTAIN IMPROVEMENTS, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

11. Maintenance by Owners. Except as otherwise expressly provided in Section 10 of this Declaration, all Lots and Homes, including, without limitation, all driveways, walkways, landscaping and any property, all structural components comprising the Lot or Home, improvements and appurtenances 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 WOODLAND PRESERVE by the record title owner of the applicable Lot. Without limitation of the foregoing, each record title owner of a Lot is specifically responsible for maintaining all paved surfaces within any portion of the applicable Lot and the Right-of-Way located immediately adjacent to such Lot, and is responsible for pruning and trimming any trees within the Lot or Right-of-Way located immediately adjacent to the Lot which exceed ten feet (10') in height. No tree installed by the Declarant on any Lot shall be felled, removed, or cut down by an Owner unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing WOODLAND PRESERVE. If any such tree located on an Owner's Lot dies or is otherwise removed in accordance with the foregoing sentence, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the Board or ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association or the District may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

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

11.2 Refuse. Each Owner shall routinely clear its Lot of any refuse, trash or unsightly objects. No refuse, or unsightly objects shall be allowed to be placed any Owner or allowed to remain upon any Lot.

11.3 Modification of Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from WOODLAND PRESERVE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, 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 for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

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

11.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain, including pressure washing/soft washing, and/or replace the driveways, walkways and sidewalks located upon such Lot, including, without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot and the right-of-way adjacent to such Owner's Lot. In the event the County or any of its 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. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Further, each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk, driveway or walkway caused by the negligent or willful acts of a Permitted User utilizing Woodland Preserve 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 Right-of-Way. Except as provided in Section 10 with respect to the Association's landscape maintenance, each Owner of a Lot shall be responsible (at such Owner's cost) for the maintenance, pressure/soft wash, repair, and replacement of improvements, including, without limitation, any sidewalks, concrete or brick pavers, driveways and walkways, located immediately adjacent to such Owner's Lot and located between such Owner's Lot and the roadway (the "**Right-of-Way**"). Every Owner of a Lot shall be required to irrigate the grass and landscaping located within the Right-of-Way in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from

the Home. No tree installed by the Declarant 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 WOODLAND PRESERVE. 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 ACC.

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

11.8 Pressure Washing/Soft Washing. Each Owner shall be responsible, at such Owner's sole cost and expense, for pressure cleaning/soft washing the driveways, sidewalks, walkways, roofs and the exterior portions of Homes, 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 forty-five (45) days after notice by the Board or the ACC 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.

11.9 Roof Maintenance. Each Owner of a Home shall maintain, repair, and replace roofs of his or her 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 ACC to the Owner of applicable Lot.

11.11 Lot Fences. Each fence, any part of which is placed on a dividing line between separate Lots as installed by an Owner and approved by the ARC, shall constitute a "**Lot Fence**." Each adjoining Owner's obligation with respect to Lot Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.11.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Fence facing his Lot. Except as provided in this Section, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.11.2 Damage by One Owner. If a Lot Fence is damaged or destroyed by the act of one adjoining Owner or any Permitted User associated with such adjoining Owner (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Declaration, Declarant, the District and the Association each have the right to enforce the provisions of this Section 11.11, however neither the Declarant, the District nor the Association shall have any obligation whatsoever to enforce the provisions of this Section 11.1 or become involved in any dispute between Owners in connection with this Section 11.11.

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

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

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

11.11.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Fence) the Lot Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

11.12 Water Mains and Improvements within Lots. In the event the County or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on an Owner's Lot or the right-of-way adjacent to such Lot in connection with the County's installation, operation, maintenance or repair of any utilities, water line or sanitary sewer line or other infrastructure, 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. 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 record title owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

12. Use Restrictions. The following use restrictions shall apply to all Lots within WOODLAND PRESERVE, except for any Lots owned by the Declarant. Each Owner must comply with the use restrictions below, subject any limitations in Section 720.3045, Florida Statutes (2024), as applicable.

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

12.2 Animals. No animals of any kind shall be raised, bred, or kept within WOODLAND PRESERVE 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 WOODLAND PRESERVE by an Owner or any Permitted User. Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, 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, 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 ACC.

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, improvement, installation, repair, development, sales or operational activities by the Declarant or its subcontractors, suppliers, consultants, or agents.

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

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within WOODLAND PRESERVE 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 WOODLAND PRESERVE, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain 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 WOODLAND PRESERVE except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-work" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles with missing or expired tags or registrations shall remain within WOODLAND PRESERVE except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within WOODLAND PRESERVE. For any Owner who drives a Government Vehicle, such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles, 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 WOODLAND PRESERVE, including on 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 vehicles utilized in connection with construction, improvement, installation, development or repair by the Declarant or its subcontractors, suppliers, consultants or agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed, without additional notice, 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 Home 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 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. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, 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 or the Common Areas or other portions of WOODLAND PRESERVE that are in violation of this Declaration. IN NO EVENT SHALL THE ASSOCIATION BE OBLIGATED TO TOW AND/OR BE RESPONSIBLE FOR TOWING VEHICLES PARKED ON THE ROADWAYS WITHIN WOODLAND PRESERVE.

12.4.5 Golf Carts. Golf carts, which for purposes of the Governing Documents are electric 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 WOODLAND PRESERVE so long as such golf carts are permitted by applicable laws, rules, regulations, codes and ordinances of each governing jurisdiction and all applicable Rules and Regulations of the Association. Golf carts are prohibited within the sidewalks, walkways and trails within WOODLAND PRESERVE, 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 WOODLAND PRESERVE. Golf carts shall only be operated in compliance with Chapter 316, Florida Statutes. Golf carts shall only be operated by a person who is either (i) under eighteen (18) years of age and possesses a valid learner's driver license or valid driver license, or (ii) eighteen (18) years of age or older and possesses a valid form of government-issued photographic identification, pursuant to Chapter 316.212(7), Florida Statutes (2023). Any person operating a golf cart within WOODLAND PRESERVE must be either (i) fifteen (15) years old with a learner's permit, (ii) sixteen

(16) or seventeen (17) years old with a driver's license, or (iii) eighteen (18) years old or older with a valid government-issued identification, pursuant to Chapter 316, Florida Statutes (2023). All occupants of a golf cart must have a designated seat, and no person shall ride on the back of the golf cart or stand on the golf cart. Golf carts shall only be operated during daylight hours and must be equipped with efficient brakes, steering apparatus, safe tires, rearview mirror, 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 the 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 WOODLAND PRESERVE.

By acceptance of a deed to a Lot each Owner acknowledges the Declarant, the District and the Association shall have no responsibility or liability to such Permitted Users, because of any damage or injury caused to such Owner, his or her family, guests, invitees, licensees, employees, and agents, or to property of Owner, his or her family, guests, invitees, licensees, employers, and agents from the use of golf carts within WOODLAND PRESERVE. By acceptance of a deed to a Lot, each Owner waives any and all claims or causes of action which he or she, his or her family, guests, invitees, licensees, employees, Occupants 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 WOODLAND PRESERVE 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 ACC.

12.6 Commercial Activity. Except for normal construction activity, sale, rental and/or re-sale of a Home, sale or re-sale of other property owned by the Declarant, and administrative offices of the Declarant, no commercial or business activity shall be conducted within WOODLAND PRESERVE, 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 WOODLAND PRESERVE. No solicitors of a commercial nature shall be allowed within WOODLAND PRESERVE, 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. Notwithstanding anything contained herein to the contrary, no person or entity shall interfere with the completion, marketing and sale of Homes and/or Lots within WOODLAND PRESERVE by the Declarant. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN

ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN WOODLAND PRESERVE 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 or grilling shall be permitted nor shall any foods or beverages be consumed on the Common Areas or Facilities, except in areas designated for those purposes by the Association, if any. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout WOODLAND PRESERVE.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, shall be installed or placed within or upon any portion of WOODLAND PRESERVE without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting, holiday decorations and religious decorations and/or symbols shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder or as otherwise permitted by the ACC or the Board. Notwithstanding anything contained herein to the contrary, ACC approval shall not be required for any Owner to erect or install (i) holiday or seasonal decorations or lighting placed upon the exterior portions of the Home and/or upon the Lot commencing the week before Thanksgiving which shall be removed not later than January 15th of the following year, (ii) holiday or seasonal decorations placed upon the exterior portions of the Home and upon the Lot commencing the week before Halloween or any federal holiday, so long as such decorations are removed within one week after Halloween or such federal holiday, as applicable, and (iii) a religious object not to exceed three inches (3") wide, six inches (6") high, and one and one-half inches (1.5") deep attached to the mantel or frame of the door of the Home. The ACC or the Board may establish standards for holiday lights and other decorations in the ACC's or the Board's discretion, including, without limitation additional time periods and holidays during which Owners may place lighting or decorations on exterior portions of Homes and Lots. The ACC or the Board may require the removal of any lighting or decoration on a Lot that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through WOODLAND PRESERVE). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2023), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC. All decorations, lawn ornaments and any other personal property shall be removed from exterior portions of the Home and Lot by the Owner and shall be stored within the Home upon the issuance of any storm warning.

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

12.12 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 Declarant or its 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, except as otherwise maintained or repaired by the CDD. By way of example, and not

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of limitation, if the Owner of one Lot plants a tree (pursuant to ACC 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 SWMS or change the direction or flow of water in accordance with the SWMS for WOODLAND PRESERVE, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, SWFWMD or other governing body having jurisdiction over WOODLAND PRESERVE. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 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 nor the Declarant 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 within a Lot without prior written consent of the ACC, except walls or fences installed by the Declarant or the Declarant's designees. No PVC fencing of any kind shall be allowed within a Lot. No chain link fencing of any kind shall be allowed within a Lot. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences installed by or on behalf of an Owner must be in compliance with the Community Standards. Any fence approved in writing by the ACC 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 ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC 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 in Section 15.9 hereof.

12.15 Fuel Storage. No fuel storage shall be permitted within WOODLAND PRESERVE, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, generators, 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 his or her 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 WOODLAND PRESERVE.

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 ACC, 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

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up to forty-eight (48) hours prior to the expected arrival of a named storm warning and must be removed or opened within seventy-two (72) hours after the end of a named storm watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. 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 WOODLAND PRESERVE. 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.

12.20 Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2023), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC 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 WOODLAND PRESERVE 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 WOODLAND PRESERVE 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 six (6) months. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision or portion thereof, in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any provisions, or portions thereof, in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner. All Lease Agreements or other Occupancy agreements for Homes within WOODLAND PRESERVE shall be subject to the Occupancy and Alienation Restrictions. Prior to the Community Completion Date, this Section, and any

other provisions in the Governing Documents regarding leasing and/or occupancy of Lots, shall not be amended without the Declarant's prior written consent.

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

12.24 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children or guests at all times in and about WOODLAND PRESERVE. The Declarant and the Association shall not be responsible for any use of the Common Areas or 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 WOODLAND PRESERVE, as determined by the Board in its sole discretion, is permitted. Leasing of Homes shall not be considered a "nuisance" for purposes of this Declaration. No fireworks may be discharged upon any portion of WOODLAND PRESERVE unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted within WOODLAND PRESERVE. No firearms shall be discharged within WOODLAND PRESERVE. Nothing shall be done or kept within the Common Areas or any other portion of WOODLAND PRESERVE, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

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

12.27 Paint. The exterior of each Home shall be repainted by the Owner of the applicable Lot within forty-five (45) days of notice by the ACC 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 WOODLAND PRESERVE, 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 ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC 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 ACC 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, lawn ornaments and other similar personal property located outside on a Lot shall be removed from outside and stored within the Home or other secure area upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning. The record title owner of a Lot shall be solely responsible for any personal property or debris from their Lot which causes injury or damage in the event of high winds or a severe weather event.

12.29 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of WOODLAND PRESERVE, change the level of the land within WOODLAND PRESERVE, or remove or plant landscaping which results in any permanent change in the flow and drainage of surface water within WOODLAND PRESERVE. Subject to Section 10 above, Owners

may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.

12.30 Roofs, Driveways and Pressure Washing/Soft Washing. Each Owner of a Home shall maintain, repair, and replace the roof of his or her Home 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. Roofs, exterior surfaces and/or pavement, including, but not limited to, walkways and driveways, shall be pressure washed/soft washed by the Owner of the Lot within the time period stated in a written notice from the Board or the ACC to the Owner of the applicable Lot, but in no event, later than thirty (30) days from the date of such notice by the Board or the ACC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. 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 Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be reasonably screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of WOODLAND PRESERVE (including an evaluation of whether such item may pose a structural or fall hazard to adjoining Lots). The ACC's approval of the installation of any such item or device shall not be construed as any opinion, representation, warranty or guarantee as to the structural safety or soundness of same, nor shall the ACC's approval be deemed to provide any opinion, representation, warranty or guarantee with respect to potential hazards to health or safety caused by any such item or device. The ACC, the Declarant and/or the Association, or any person acting on behalf of any of them, shall not be liable for any cost, injuries or damages incurred by any Owner or any other party whatsoever, due to any antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment placed on any Home or Lot. 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 ACC 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 ACC and shall comply with the Community Standards. All decks, patios, and lanais shall have the prior written approval of the ACC 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 WOODLAND PRESERVE, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner up to two (2) of the following, portable, removable flags: (i) the United States flag, (ii) the official flag of the State of Florida, (iii) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, (iv) a POW-MIA flag, or (v) a "first responder flag" as defined in Section 720.304, Florida Statutes (2023). Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Further, in accordance with Section 720.304, Florida

Statutes (2023), 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 (2023). Such additional flag must be equal in size to or smaller than the United States flag and must be in accordance with Section 720.304, Florida Statutes (2023). Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County and 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 ACC.

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

12.34 Social Media. The Association may create an official social media page, forum or website for WOODLAND PRESERVE. 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 WOODLAND PRESERVE 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 WOODLAND PRESERVE agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant, or any other Owner(s); and (iii) Owners shall not use such social media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with WOODLAND PRESERVE, the Declarant, the ACC or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant nor any Manager is responsible for monitoring any social media page(s) for WOODLAND PRESERVE. 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 WOODLAND PRESERVE without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. 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 Board 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 ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC.

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 Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to WOODLAND PRESERVE, 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 WOODLAND PRESERVE 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 ACC.

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 ACC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. 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 and Boating. Swimming and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of WOODLAND PRESERVE. 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 WOODLAND PRESERVE.

12.41 Swimming Pools and Spas. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC 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 ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; 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 ACC. 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 ACC's approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the roadways, or into any retention/detention

areas within WOODLAND PRESERVE 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 any Owner, Occupant or other Permitted User, over or from any Lot or Common Area within WOODLAND PRESERVE, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or the Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Permitted User.

12.43 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted Occupant thereof, its Immediate Family Members, Lessees and other Permitted Users.

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 ACC 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. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. 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, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas or Facilities. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

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

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

14.2 Homes.

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

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

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

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

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

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

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

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

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

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

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

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

14.9 Declarant has No Liability. Notwithstanding anything to the contrary in this Declaration, the Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage required by this Section 14 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 Owners' Easement of Enjoyment. Every Owner, its Immediate Family Members, Lessees, guests and invitees, every Occupant of a Home and every owner of an interest in WOODLAND PRESERVE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

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

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

15.1.4 The right of the Association to suspend any 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 Assessment 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 constructed by the Declarant at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas or Facilities. The Association and each Owner shall give the Declarant unfettered access, ingress and egress to the Common Areas 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 or any Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant relative to any portion of the Common Areas or Facilities;

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

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

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the Owners, Occupants, and other 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 its nominees, affiliates, and designees over, upon, across, and under WOODLAND PRESERVE as may be required in connection with the development of WOODLAND PRESERVE, 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 WOODLAND PRESERVE, 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 WOODLAND PRESERVE, including all Lots 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. Without limiting the foregoing, the Declarant specifically reserves for itself and its affiliates, contractors, designees, subcontractors, suppliers, and consultants, the right to use all paved roads and rights of way within WOODLAND PRESERVE 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. 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 Common Areas or Facilities. The Declarant intends to use the Common Areas and Facilities for sales of Lots and Homes. Further, the Declarant may market other residences and commercial properties located outside of WOODLAND PRESERVE from the Declarant's sales facilities located within WOODLAND PRESERVE. The Declarant has the right to use all portions of the Common Areas and Facilities in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of the their use of the Common Areas or Facilities. The easements created by this Section, and the rights reserved herein in favor of the Declarant, shall be construed as broadly as possible and supplement the rights of the Declarant

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set forth in Section 21 of 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 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 WOODLAND PRESERVE. Without limitation of this Section, Private Street 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 WOODLAND PRESERVE.

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 WOODLAND PRESERVE (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 WOODLAND PRESERVE (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, Facilities, retaining walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, deadman anchors, and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, the District, and their designees, SWFWMD, the County, and/or any governmental agency having jurisdiction over WOODLAND PRESERVE over, across and upon WOODLAND PRESERVE for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or the District, (ii) landscaping of the SWMS, (iii) as required by the District, the County or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists over, across, and upon WOODLAND PRESERVE 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 WOODLAND PRESERVE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through WOODLAND PRESERVE 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 of WOODLAND PRESERVE (collectively, the "Utility Easements"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant within the Utility Easement(s). No fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, 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 ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes (2023).

15.11 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of WOODLAND PRESERVE, 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.

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

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

16. Woodland Preserve Community Development District.

16.1 Generally. Portions of WOODLAND PRESERVE may be owned by the CDD, such as the retention/detention areas, open space areas, perimeter buffers, the SWMS, Wetland, Wetland Buffer, and Upland Preservation Areas, and/or utilities (as applicable). In the event that any portions of WOODLAND PRESERVE 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 WOODLAND PRESERVE 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 SWMS, utility plants and lines, land acquisition, Perimeter Walls/Fences, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within WOODLAND PRESERVE (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

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

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

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

16.6 **Drainage Improvements.** The District shall be responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "**Drainage Improvements**"), which may be located within Facilities, Common Areas or Lots; however, the District shall have no responsibility for landscaping maintenance within Common Areas or Lots, and the Association and/or the Owner of any such Lot shall be responsible for the landscaping, repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Lot in accordance with this Declaration, including, landscaping and maintenance within any drainage easements located upon the Lot. The District shall be ultimately responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, 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 WOODLAND PRESERVE for the purpose of regulating and maintaining all Drainage Improvements. Notwithstanding anything contained in this Declaration to the contrary, the Association may enter into or otherwise be subject to a separate agreement with the District pursuant to which the Association may have obligations for maintenance and/or regulation of certain other Drainage Improvements or components thereof.

16.7 Retention/Detention Area Slopes. The Facilities, Common Areas and/or the yard of some Lots may contain slopes adjacent to the retention/detention areas ("**Retention/Detention Area Slopes**"). Subject to any separate agreement between the District and the Association, the Retention/Detention Area Slopes will be regulated and/or maintained by the District. The Association may enter into or otherwise be subject to a separate agreement with the District pursuant to which the Association may have obligations for maintenance and/or regulation of Retention/Detention Area Slopes. The Declarant hereby grants the District and the Association an easement of ingress and egress across all Lots, Common Area and Facilities adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The District or the Association (as applicable) may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas (the "**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards (if any) may include requirements respecting compaction and strengthening of banks. The District and the Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under any applicable Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the District and Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

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

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

17. Assessments.

17.1 General. Each Owner, 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 will not be assessed uniformly.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and WOODLAND PRESERVE. 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 Interest of the Association either at a duly called meeting or by written consent of the members. Once approved by a majority of the total Voting Interest of the Association, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas or any other improvements maintained by the Association (the "**Reserves**"), including, without limitation, 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 (2023), 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 Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in WOODLAND PRESERVE conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "**Spec Lot**") shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments. Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. Notwithstanding anything contained herein to the contrary, in no event, shall the Declarant pay Special Assessments, Use Fees or Individual 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 against the Owners by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

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

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

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Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

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

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

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

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

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall

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be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

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

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

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

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

17.11 Initial Contribution. The first purchaser of each Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to WOODLAND PRESERVE, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) (the "**Resale Contribution**") payable to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to WOODLAND PRESERVE, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

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

certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

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

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

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such

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an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, then to the delinquent Assessment payment first due, and then to any current Assessments. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, the Declarant, the District and the Association shall not be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Lot, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of WOODLAND PRESERVE subject to this Declaration from the Assessments, provided that such part of WOODLAND PRESERVE 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 WOODLAND PRESERVE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

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

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

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

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be

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paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

19.1 Architectural Control Committee. Once established, the ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to WOODLAND PRESERVE. The ACC 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 ACC, and to appoint, remove, and replace all members of the ACC. The Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by 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 ACC 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 ACC.

19.2 Membership. There is no requirement that any member of the ACC 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 WOODLAND PRESERVE. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within WOODLAND PRESERVE by Owners.

The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for design, construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. The Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, THE DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING WOODLAND PRESERVE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW WOODLAND PRESERVE 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 or any other 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 any Owner to alter the improvements approved by the ACC and previously constructed.

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

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

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

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

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showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The 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 ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the 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 ACC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

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

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide 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 ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the 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 ACC, 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 ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

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

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 ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in WOODLAND PRESERVE 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 WOODLAND PRESERVE shall be kept clear of construction vehicles, construction materials and debris at all times. 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 ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. The ACC 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 ACC.

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 ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in WOODLAND PRESERVE.

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

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of WOODLAND PRESERVE 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 ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association

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

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

19.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other guidelines or standards promulgated by the ACC, the Association and/or ACC 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 ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in 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 District, or their 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 ACC or the Association.

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

20. Enforcement.

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

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

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

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

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

20.1.5 Impede the Declarant from proceeding with the construction or sale of Homes or completing the development of WOODLAND PRESERVE; then the Declarant, the District and/or the Association, where applicable, after reasonable prior written notice, shall have the right (but not the obligation), through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be 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.

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 the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

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

20.2.2 Commence an action to recover damages; and/or

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

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

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

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

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or 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 in

connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

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

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

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

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

20.6.2 The Violations Committee may approve (by a majority vote) a fine imposed by the Board against the Owner or other 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 an Owner or other Permitted User. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine in excess of One Thousand and No/100 Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

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 (18%) percent 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.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of WOODLAND PRESERVE and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others outside of WOODLAND PRESERVE. 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 WOODLAND PRESERVE, including Common Areas or Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas or Facilities, as applicable, to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of WOODLAND PRESERVE 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 WOODLAND PRESERVE to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, designees or assignees may deem necessary or appropriate. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat(s) or described herein, (ii) to plat or replat all or any part of WOODLAND PRESERVE or reconfigure any Lot, 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 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 Community Completion Date, the Declarant and its assigns shall have the right, at any time or location within WOODLAND PRESERVE, as determined by the Declarant in its sole discretion, to hold marketing, special and/or promotional events within WOODLAND PRESERVE and/or on the Common Areas without any charge for use. The Declarant, its agents, affiliates, or assignees shall have the right to market WOODLAND PRESERVE in advertisements and other media by making reference to WOODLAND PRESERVE, including, but not limited to, pictures or drawings of WOODLAND PRESERVE, Common Areas, Lots, Parcels and Homes constructed in WOODLAND PRESERVE. All logos, trademarks, and designs used in connection with WOODLAND PRESERVE are the property of the

Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.

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

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

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

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

21.10 Additional Development. If the Declarant withdraws portions of WOODLAND PRESERVE 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 WOODLAND PRESERVE 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 WOODLAND PRESERVE or adjacent to or near WOODLAND PRESERVE, 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 WOODLAND PRESERVE 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 DISTRICT, 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 WOODLAND PRESERVE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, 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 WOODLAND PRESERVE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF WOODLAND PRESERVE 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 MANATEE COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

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

21.13.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF WOODLAND PRESERVE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE

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DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

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

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

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

21.17 Duration of Rights. The rights of the Declarant, set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the

Community Completion Date; or (ii) a relinquishment of such rights by the Declarant, in an amendment to the Declaration recorded in the Public Records.

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

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. Invalidity 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

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 or any Owner may, but shall not be required to, seek enforcement of the Governing Documents. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by the Governing Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

24.13 Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right, to make Common Areas available to individuals, persons, firms or corporations other than the Owners. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Assessments pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration. Prior to the Turnover Date, the Declarant shall have the right to determine from time to time, and at any time, in the Declarant's sole absolute discretion, the manner in which Common Areas will be made available to individuals, persons, firms or corporations other than the Owners and the fees and charges that may be charged for such use. In addition, prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into agreements for maintenance, lease, use, license, or easements with any other homeowners association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by 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 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 WOODLAND PRESERVE 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 IS 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 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 WOODLAND PRESERVE, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes (2023). Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to WOODLAND PRESERVE or any lands or facilities outside of WOODLAND PRESERVE prior to the Turnover Date.

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

25. Surface Water Management System.

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

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SWFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within WOODLAND PRESERVE 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 SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

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 person other than the Declarant, the District or the

Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the County 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 SWMS. The costs of such alterations, improvements or repairs shall be part of the District Maintenance Special Assessments. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

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

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

25.1.7 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association and the District (as applicable) to compel it to correct any outstanding problems with the SWMS.

25.1.8 If the Association ceases to exist, and the District does not own and operate all the SWMS, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310(4), Florida Administrative Code (2023), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

25.1.9 No Owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and approved plans and/or Plat of WOODLAND PRESERVE, unless prior approval is received from the SWFWMD Regulation Department.

25.1.10 Each Owner within WOODLAND PRESERVE at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

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 SWFWMD.

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

25.3 Mitigation Area Monitoring. In the event WOODLAND PRESERVE 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 SWFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland, Wetland Buffer, and Upland Preservation Areas. The Facilities, Common Areas and/or some Lots may abut or contain wetland, wetland buffer, conservation areas and upland preservation areas, which are protected under the County Land Development Code (the "Wetland, Wetland Buffer, and Upland Preservation Areas"). The District is obligated to maintain the native habitat Wetland, Wetland Buffer, and Upland Preservation Areas in existing or restored condition in accordance with the approved resource management plan and the County's Land Development Code. The Wetland, Wetland Buffer, and Upland Preservation 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, SWFWMD or any governmental agencies having jurisdiction. Unless authorized in writing by the County, and unless specifically conforming to the Management Plan developed and adopted by the County, Owners of Lots abutting Wetland, Wetland Buffer, and Upland Preservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland, Wetland Buffer, and Upland Preservation Areas abutting their Lot or Home. 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, Wetland Buffer, and Upland Preservation Areas to the SWFWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT, THE DISTRICT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND, WETLAND BUFFER, AND UPLAND PRESERVATION AREAS IN WOODLAND PRESERVE; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE DISTRICT, 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 HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND, WETLAND BUFFER, AND UPLAND PRESERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE DISTRICT AND THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.5 Use Restrictions for Wetland, Wetland Buffer, and Upland Preservation Areas. The Wetland, Wetland Buffer, and Upland Preservation Areas may in no way be altered from their natural or permitted state. The District shall maintain the native habitat located in the Wetland, Wetland Buffer, and Upland Preservation Areas in its existing or restored condition in accordance with the approved resource management plan and the County's Land Development Regulations. These use restrictions may be defined on the Permit, and the Plat(s) associated with WOODLAND PRESERVE. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of Wetland, Wetland Buffer, and Upland Preservation Areas without the prior consent of the County:

25.5.1 Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;

25.5.2 Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;

25.5.3 Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;

25.5.4 Removal, mowing, or trimming of trees, shrubs or other vegetation;

25.5.5 Application of herbicides, pesticides or fertilizers;

WOODLAND PRESERVE
Declaration

25.5.6 Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;

25.5.7 Surface use except for purposes that permit the land or water areas to remain in its natural condition;

25.5.8 Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

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

25.5.10 Development, as defined by the Land Development Code; and

25.5.11 Planting of vegetative material that is not native to the Southwest Florida region of Florida.

LOTS MAY CONTAIN OR ABUT WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS THAT ARE PROTECTED UNDER THE COUNTY'S LAND DEVELOPMENT REGULATIONS AND/OR RECORDED EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE SUCH WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS EASEMENT OR AS REQUIRED BY THE COUNTY, 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 SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE DISTRICT. THE DISTRICT SHALL BE RESPONSIBLE FOR ANNUAL REMOVAL OF NUISANCE AND EXOTIC PLANT SPECIES THAT BECOME REESTABLISHED FOR THE LIFE OF THE PROJECT IN ACCORDANCE WITH THE COUNTY LAND DEVELOPMENT CODE (SECTION 701.8.E.).

26. Resolution of Disputes.

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

26.2 Any and all mediations commenced by any Owner or the Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no

Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. 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.

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

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

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

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

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

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

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

26.8.3 The fees for any claim pursued via arbitration 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 FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

27. Restrictions Affecting Occupancy and Alienation.

27.1 Restrictions on Occupancy. Subject to the rights reserved to the Declarant in Section 21.12, the Homes within WOODLAND PRESERVE are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 27 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and §3607(b)(2)(C), and Chapter 760.29, Florida Statutes (2023), and the regulations promulgated under the foregoing (collectively, as may be amended, the "Act") allowing discrimination based on familial status. The Declarant has recorded that certain Declaration of Covenants and Restrictions recorded in the Public Records as Instrument # 202341036978, as may be amended and/or modified from time to time in accordance with the terms thereof (the "CCRs") or similar instrument regarding the housing of older persons for purposes of compliance with County ordinances and/or the County Land Development Code, and in the event of any conflict between this Declaration and the CCRs, the more restrictive provision shall control for so long as such instrument is in effect. The Declarant or the Association, acting through the Board, shall have the power to amend this Section 27, without the consent of the Owners or any other person or entity (except the Declarant), for the purpose of maintaining this Section 27 consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions.

27.1.1 Each Occupied Home shall at all times be Occupied by at least one (1) natural person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Home, any Qualified Occupant may

continue to Occupy the same Home as long as the provisions of the Act are not violated by such Occupancy.

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

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

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

27.1.5 In the event of any change in Occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Home and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner 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 27, in addition to all other remedies available to the Association under this Declaration and Florida law.

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 2nd day of July, 2024.

WITNESSES:

GF
Print Name: CHRISTOPHER FISHER
Address: 310 W AZEELE ST. SUITE 150
TAMPA, FL 33609

W. S. Snales
Print Name: W. CORY SNALES
Address: 3010 W. AZEELE ST. SUITE 150
TAMPA, FL, 33609

"DECLARANT"

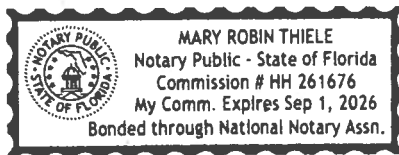
KH WOODLAND PRESERVE LLC, a Florida limited liability company

By: Paul Martin
Print Name: Paul Martin
Title: Authorized Signatory
Address: 14025 RIVERDYE DR.
Suite 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 2nd day of July, 2024, by Paul Martin, as Authorized Signatory of KH WOODLAND PRESERVE 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:



Mary Robin Thiele
NOTARY PUBLIC

Print Name Mary Robin Thiele

WOODLAND PRESERVE
Declaration

JOINDER OF WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT

WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**CDD**") does hereby join in this COMMUNITY DECLARATION FOR WOODLAND PRESERVE (this "**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 CDD agrees this Joinder is for the purpose of evidencing the CDD's acceptance of the rights, responsibilities and obligations of the CDD provided in the Declaration and for subjecting any land within WOODLAND PRESERVE owned by the CDD to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2nd day of July, 2024.

WITNESSES:

CZF
Print Name: CHRISTOPHER FISHER
Address: 3010 WAZALE ST STE 150
TAMPA, FL 33609

W. G. Swales
Print Name: W. CORY SWALES
Address: 3010 W. AZEEL ST., SUITE 150
TAMPA, FL, 33609

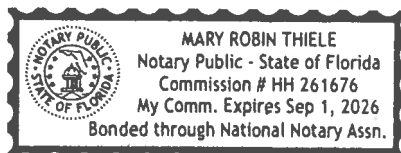
WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes

By: Paul Martin
Name: Paul Martin
Title: Chairperson
Address: 14025 Riveredge Dr.
Suite 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 2nd day of July, 2024, by Paul Martin as Authorized Signatory of WOODLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf thereof, who ☐ is personally known to me or ☐ has produced _____ as identification.

My commission expires:



Mary Robin Thiele
NOTARY PUBLIC, State of Florida at Large
Print Name: Mary Robin Thiele

JOINDER

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR WOODLAND PRESERVE (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 28 day of June, 2024.

WITNESSES:

Print Name: Jac Crespo
Address: 16230 Kaynes Mill Dr
Bradenton, FL 34211

Print Name: Madelyn Sabi's
Address: 4015 5TH St. E.
Bradenton, FL 34208

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

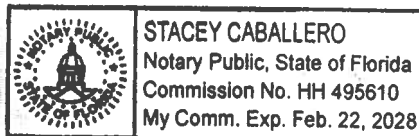
By: [Signature]
Name: Fred Pfister
Title: President

Address: 1540 International Parkway, Suite 2000
Lake Mary, Florida 32746

STATE OF FLORIDA)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of June, 2024, by Fred Pfister, as President of WOODLAND PRESERVE COMMUNITY 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: Stacey Caballero

WOODLAND PRESERVE

MORTGAGEE JOINDER

For good and valuable consideration in hand paid, **WESTERN ALLIANCE BANK**, an Arizona corporation (the "**Mortgagee**"), as owner and holder of that certain Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) executed by KH Sarasota LLC, a Florida limited liability company, recorded in Official Records Instrument No. 202241138306, as amended by Amendment to Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate), recorded in Official Records Instrument No. 202341076768, all of the Public Records of Manatee County, Florida, as may be subsequently modified (the "**Mortgage**") securing all of the real property described therein, hereby consents to the making and recording of the COMMUNITY DECLARATION FOR WOODLAND PRESERVE (the "**Declaration**") to which this Joinder is attached. Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration.

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

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

WITNESSES:

[Signature]
Print Name: Kassandra Arant
Address: 1 East Washington St, Ste. 1400
Phoenix, Arizona 85004

[Signature]
Print Name: Cheranne Geach
Address: 1 E Washington St, Ste. 1400
Phoenix, AZ 85004

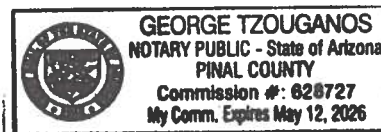
STATE OF ARIZONA)
COUNTY OF MARICOPA)

MORTGAGEE:

WESTERN ALLIANCE BANK, an Arizona corporation

By: [Signature]
Name: John Weyenberg
Title: Team Leader II, C & D Files, Vice President
Address: 1 East Washington St, Ste. 1400
Phoenix, Arizona 85004

[SEAL]

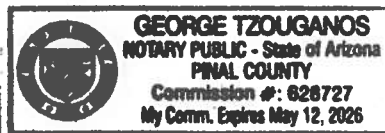


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of JUNE, 2024, by JOHN WEYENBERG, as VICE PRESIDENT of **WESTERN ALLIANCE BANK**, an Arizona corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires: MAY 12, 2026

[Signature]
NOTARY PUBLIC, State of ARIZONA
Print Name: GEORGE TZOUGANOS

#11598235 v8



WOODLAND PRESERVE

EXHIBIT 1

LEGAL DESCRIPTION

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the **POINT OF BEGINNING**; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the **POINT OF BEGINNING**.

Containing 51.865 acres, more or less.

EXHIBIT 2

ARTICLES OF INCORPORATION



I certify from the records of this office that WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 23, 2024.

The document number of this corporation is N24000002501.

I further certify that said corporation has paid all fees due this office through December 31, 2024, and its status is active.

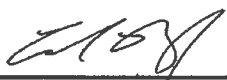
I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 924A00004188-022624-N24000002501-1/1, noted below.

Authentication Code: 924A00004188-022624-N24000002501-1/1



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


Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on February 23, 2024, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H24000072401. 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 N24000002501.

Authentication Code: 924A00004188-022624-N24000002501-1/1



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


Secretary of State

February 26, 2024

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.
1540 INTERNATIONAL PARKWAY, SUITE 2000
LAKE MARY, FL 32746US

The Articles of Incorporation for WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC. were filed on February 23, 2024, and assigned document number N24000002501. 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 H24000072401.

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) 245-6052.

Crystal S Hightower
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 924A00004188

((H24000072401 3))

ARTICLES OF INCORPORATION
OF
WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**ARTICLES OF INCORPORATION
OF
WOODLAND PRESERVE COMMUNITY 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 not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").
2. Principal Office. The principal office of the Association is: 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746.
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 WOODLAND PRESERVE (the "**Declaration**") will be recorded in the Public Records of Manatee County, Florida, and shall govern all of the operations of a community to be known as WOODLAND PRESERVE. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (ii) perform the duties delegated to it in the Declaration, the Bylaws and these Articles; and (iii) administer the rights and interests of the Declarant, the Association and the Owners.
6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and WOODLAND PRESERVE;
 - 7.3 To operate and maintain the SWMS in the event the District does not operate and maintain the SWMS. In the event the SWMS are not owned and operated by the District, the Association may operate, maintain and manage the SWMS in a manner consistent with the Permit requirements and applicable SWFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. In such event, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS. In the event the District does not own and operate all SWMS, Assessments may be used for the maintenance and repair of the SWMS and mitigation of 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 prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of WOODLAND PRESERVE 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, WOODLAND PRESERVE, 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, WOODLAND PRESERVE, 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 WOODLAND PRESERVE, 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 WOODLAND PRESERVE, including, but not limited to, facilities, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes (2023), the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement.

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

9. **Board of Directors.** The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be five (5). 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
Fred Pfister	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Paul Martin	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Rich Kattoura	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Kaitlyn Swierzko	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Shawna Wilson	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746

10. **Dissolution.** In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas (if any), in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event the Association is dissolved, other than incident to a merger or consolidation, and to the extent they are not owned and operated by the District or the Master Association, the SWMS shall be conveyed to SWFWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS must be transferred to and accepted by an entity which complies 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 by SWFWMD 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. A quorum for any meeting of the members for the purpose of adopting such amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. 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, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD 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:	Fred Pfister	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Vice President:	Paul Martin	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Secretary:	Rich Kattoura	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Treasurer:	Kaitlyn Swierzko	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746
Vice Secretary:	Shawna Wilson	1540 International Parkway, Suite 2000 Lake Mary, Florida 32746

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]

((H24000072401 3)))

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 February, 2024.



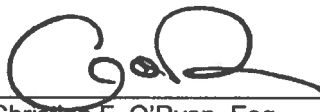
Christian F. O'Ryan, Esq.
Incorporator
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

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 February, 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:

1540 International Parkway, Suite 2000
Lake Mary, Florida 32746

EXHIBIT 3

BYLAWS

BYLAWS
OF
WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746, 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 WOODLAND PRESERVE (the "**Declaration**") relating to the residential community known as WOODLAND PRESERVE, recorded, or to be recorded, in the Public Records of Manatee County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

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

3. Members.

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

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

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

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

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

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

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

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

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

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

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

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests, except as otherwise provided in the Declaration, the Articles or these Bylaws (as applicable). To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time

videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

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

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

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

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of odd number with no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2023) Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for WOODLAND PRESERVE 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 at least 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, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

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

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

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

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. 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 (2023), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

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

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2023), any election dispute between a member and the Association shall be resolved by 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 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. 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. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

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

6. Powers and Duties of the Board.

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

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

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of WOODLAND PRESERVE 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 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 (2023), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

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

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. 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 ACC.

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

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

12. Amendments.

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

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

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. 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, SWFWMD, 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, SWFWMD 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.

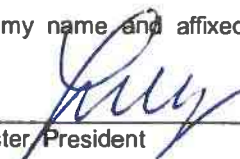
15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, FRED PFISTER, do hereby certify that:

I am the duly elected and acting President of WOODLAND PRESERVE COMMUNITY 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 28 day of June, 2024.



Fred Pfister, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT

WOODLAND PRESERVE



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

October 18, 2022

Gamble Creek Associates, LLC
Attn: David Gobin
5800 Lakewood Blvd
Sarasota, FL 34240

Subject: **Notice of Agency Action - Approval
ERP Individual Construction**

Project Name: SM Ranch Phase 1
App ID/Permit No: 845396 / 43003906.002
County: Manatee
Sec/Twp/Rge: S34/T33S/R19E, S33/T33S/R19E, S04/T34S/R19E,
S03/T34S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 As-Built Certification and Request for Conversion to Operation Phase
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Christopher Fisher, P.E., Clearview Land Design, P.L.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43003906.002**

EXPIRATION DATE: **October 18, 2027**

PERMIT ISSUE DATE: **October 18, 2022**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: SM Ranch Phase 1

GRANTED TO: Gamble Creek Associates, LLC
Attn: David Goben
5800 Lakewood Blvd
Sarasota, FL 34240

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a stormwater management system serving a 191.09-acre residential project. The proposed activities include the construction of homes, associated roads and infrastructure. Four new wet detention ponds and six floodplain compensation areas will provide treatment and attenuation for runoff from the site. The project is located at the northeast corner of the intersection of Golf Course Road and Spencer Parish Road, in Manatee County.

OP. & MAIN. ENTITY: Woodland Preserve Neighborhood Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Manatee

SEC/TWP/RGE: S34/T33S/R19E, S33/T33S/R19E, S04/T34S/R19E, S03/T34S/R19E

**TOTAL ACRES OWNED
OR UNDER CONTROL:**

248.94

PROJECT SIZE: 191.09 Acres

LAND USE: Residential

DATE APPLICATION FILED: April 05, 2022

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	2.24	MAN-MADE WET DETENTION
Pond 2	4.35	MAN-MADE WET DETENTION
Pond 3	5.02	MAN-MADE WET DETENTION
Pond 5	0.28	MAN-MADE WET DETENTION
Floodplain Comp M-1	0.37	NO TREATMENT SPECIFIED
Floodplain Comp M-2A	1.09	NO TREATMENT SPECIFIED
Floodplain Comp M-2B	1.13	NO TREATMENT SPECIFIED
Floodplain Comp M-3A	0.01	NO TREATMENT SPECIFIED
Floodplain Comp M-3B	0.01	NO TREATMENT SPECIFIED
Floodplain Comp M-4	0.15	NO TREATMENT SPECIFIED
	Total: 14.65	

Water Quantity/Quality Comments: The proposed ponds provide treatment for runoff from the site via wet detention. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
129.25	69.55	Storage Modeling	N/A

Floodplain Comments: Onsite floodplain elevations have been established by the Gamble Creek Watershed Model. Encroachment into the 100-year floodplain has been demonstrated to have no adverse impacts on offsite locations by dynamic stormwater modeling.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Pond	1.68	0.00	1.68	0.00	0.00	0.00
Total:	1.68	0.00	1.68	0.00	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

Wetlands are not located within the project area for this ERP; however, there is a 1.68-acre hydric cut pond (FLUCCS 534) located within the project area. Permanent filling impacts to 1.68 acres of the surface water will occur for construction of project.

Mitigation Information

Mitigation Comments:

Wetland mitigation will not be required for permanent filling impacts to 1.68 acres of hydric-cut pond pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
5. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
6. For the area shown on the construction drawings as Future Phase II, a permit modification shall be obtained for any construction in this area.
7. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
8. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
9. The Permitted Plan Set for this project includes the set received by the District on September 19, 2022.
10. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

11. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
12. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
13. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
14. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
15. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
16. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
17. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
18. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
19. 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.
20. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. 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., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. 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 Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. 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(8)(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.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. 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.
 - e. 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.
 - f. 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:
 1. 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
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. 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 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.
 2. 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.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. 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.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. 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.
- k. The permittee shall hold and save the Agency 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.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. 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.
- m. Upon reasonable notice to the permittee, Agency 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.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work 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 notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. 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.
 - p. 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.
 - q. 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 Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. 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.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

SM Ranch Phase 1

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S34/T33S/R19E...

See Permit for additional STR listings

SEC(S)/TWP(S)/RGE(S)

Gamble Creek Associates, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 845396 / 43003906.002

DATE ISSUED: October 18, 2022



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

EXHIBIT 5

FISCAL PROGRAM

[ATTACHED ON FOLLOWING PAGE]

Woodland Preserve

10 Year Fiscal Program

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
INCOME										
Assessment Income	262,267.78	392,132.68	1,132,079.03	1,421,646.93	1,825,882.74	1,714,620.94	1,706,476.31	1,880,296.75	1,980,608.22	2,079,635.26
TOTAL INCOME	262,267.78	392,132.68	1,132,079.03	1,421,646.93	1,825,882.74	1,714,620.94	1,706,476.31	1,880,296.75	1,980,608.22	2,079,635.26
OPERATING EXPENSES										
General & Administrative										
Management Fees	35,000.00	36,750.00	240,000.00	252,000.00	264,800.00	277,830.00	291,721.50	306,307.58	321,622.95	337,704.10
CPA & Tax Prep	4,000.00	4,200.00	4,410.00	4,630.50	4,860.00	5,105.13	5,360.38	5,628.40	5,900.82	6,205.31
Legal Fees	2,500.00	2,625.00	2,766.25	2,914.06	3,038.77	3,190.70	3,350.24	3,517.75	3,693.64	3,878.32
Insurance	5,000.00	5,200.00	30,000.00	31,500.00	33,075.00	34,728.75	36,465.19	38,288.45	40,202.87	42,213.01
Corporate Filing/Annual Report	61.25	61.25	61.25	61.25	61.25	61.25	61.25	61.25	61.25	61.25
Bank Charges	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55	738.73	775.86
Postage & Mail	2,500.00	2,625.00	2,766.25	2,914.06	3,038.77	3,190.70	3,350.24	3,517.75	3,693.64	3,878.32
Office Expense	0.00	0.00	5,000.00	5,250.00	5,512.50	5,788.13	6,077.53	6,381.41	6,700.48	7,035.50
Printing & Reproduction	2,500.00	2,625.00	2,766.25	2,914.06	3,038.77	3,190.70	3,350.24	3,517.75	3,693.64	3,878.32
Archiving/Storage	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55	738.73	775.86
Reserve Study	0.00	0.00	2,000.00	2,100.00	2,205.00	2,315.25	2,431.01	2,552.56	2,680.19	2,814.20
Website	1,200.00	1,280.00	1,323.00	1,386.15	1,458.81	1,531.54	1,608.11	1,688.52	1,772.95	1,861.59
Collection Fees	1,000.00	1,050.00	1,102.50	1,157.63	1,215.51	1,276.28	1,340.10	1,407.10	1,477.46	1,551.33
Bad Debt Allowance	3,000.00	3,150.00	3,307.50	3,472.88	3,648.52	3,828.84	500.00	525.00	551.25	578.81
Subtotal General & Administrative	57,761.25	60,646.25	296,575.50	311,401.21	326,968.21	343,313.56	356,955.89	374,800.62	393,537.59	413,211.40
Maintenance Expenses										
Gate Maintenance - Contract	16,000.00	16,800.00	38,000.00	39,900.00	41,995.00	43,989.75	46,189.24	48,488.70	50,923.63	53,466.82
Gate Repairs	1,000.00	1,050.00	2,500.00	2,625.00	2,756.25	2,894.06	3,038.77	3,190.70	3,350.24	3,517.75
Gate Programming and access card	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55	738.73	775.86
Phone/Internet - Gate	1,500.00	1,575.00	3,000.00	3,150.00	3,307.50	3,472.88	3,646.52	3,828.84	4,020.29	4,221.30
Electric - Street Lights	18,000.00	18,900.00	38,000.00	39,900.00	41,995.00	43,989.75	46,189.24	48,488.70	50,923.63	53,466.82
Electric - Common Area	4,000.00	4,200.00	6,000.00	6,300.00	6,600.00	6,915.00	7,245.00	7,590.00	7,950.00	8,325.00
Electric - Amenity	0.00	0.00	28,000.00	29,400.00	30,870.00	32,413.50	34,034.18	35,735.88	37,522.68	39,398.81
Water - Reuse Landscaping	8,000.00	8,400.00	18,000.00	19,000.00	20,000.00	21,025.00	22,087.50	23,187.50	24,325.00	25,500.00
Gas - Amenity	0.00	0.00	10,000.00	10,500.00	11,025.00	11,578.75	12,158.75	12,765.00	13,397.50	14,056.25
Access Controls - Envera	10,000.00	10,500.00	20,000.00	21,000.00	22,050.00	23,152.50	24,310.13	25,525.63	26,801.91	28,142.01
Amenity Landscaping Maintenance	0.00	0.00	24,000.00	25,200.00	26,460.00	27,783.00	29,172.15	30,630.76	32,162.30	33,770.41
Amenity Mulch/Tree Trimming	0.00	0.00	3,500.00	3,675.00	3,858.75	4,051.00	4,254.27	4,466.99	4,690.33	4,924.85
Amenity Landscaping Replacement	0.00	0.00	5,000.00	5,250.00	5,512.50	5,788.13	6,077.53	6,381.41	6,700.48	7,035.50
Amenity Irrigation Maintenance	0.00	0.00	1,500.00	1,575.00	1,653.75	1,736.44	1,823.28	1,914.42	2,010.14	2,110.65
Pool Maintenance Contract	0.00	0.00	35,000.00	36,750.00	38,587.50	40,516.88	42,542.72	44,669.85	46,903.35	49,248.51
Pool Permits	0.00	0.00	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55
Pool Maintenance & Repair	0.00	0.00	5,000.00	5,250.00	5,512.50	5,788.13	6,077.53	6,381.41	6,700.48	7,035.50
Pool Pressure Cleaning	0.00	0.00	1,500.00	1,575.00	1,653.75	1,736.44	1,823.28	1,914.42	2,010.14	2,110.65
Fitness Equipment Lease	0.00	0.00	2,400.00	2,520.00	2,646.00	2,778.30	2,917.22	3,063.08	3,216.23	3,377.04
Court Maintenance Contract	0.00	0.00	21,000.00	22,050.00	23,152.50	24,310.13	25,525.63	26,801.91	28,142.01	29,549.11
Amenity Cleaning	0.00	0.00	50,000.00	52,500.00	55,125.00	57,881.25	60,775.31	63,814.08	67,004.78	70,355.02
Landscaping maintenance for homes	41,664.00	150,288.00	293,136.00	435,984.00	578,832.00	614,544.00	645,271.20	677,534.78	711,411.50	746,982.07
Entry/Buffer Maintenance	60,000.00	83,000.00	100,000.00	150,000.00	157,500.00	165,375.00	173,643.75	182,325.94	191,442.23	201,014.35
Entry/Buffer Mulch/Tree Trimming	20,000.00	21,000.00	30,000.00	45,000.00	47,250.00	49,612.50	52,093.13	54,697.78	57,432.67	60,304.30
Phone/Internet - Amenity	1,000.00	1,050.00	7,000.00	8,000.00	8,400.00	8,820.00	9,261.00	9,724.05	10,210.25	10,720.77
Subtotal Maintenance Expenses	180,664.00	295,838.00	732,587.25	981,007.81	1,151,107.00	1,215,432.75	1,276,204.39	1,340,014.61	1,407,015.34	1,477,366.11
POOLED RESERVES	23,842.53	35,648.43	102,916.28	129,240.90	147,887.52	155,874.63	163,316.03	171,481.52	180,055.29	189,057.75
Total Operating Expenses and Reserves	262,267.78	392,132.68	1,132,079.03	1,421,646.93	1,625,882.74	1,714,620.94	1,796,476.31	1,886,296.75	1,980,608.22	2,079,635.26

The Woodland Preserve Community Development District ("CDD") maintains annual nuisance, exotic species removal and other common areas/facilities owned by the CDD. CDD maintenance of such common areas/facilities owned by the CDD includes Lake & Preserve maintenance expenses.

*The foregoing statements are only forecasts and summary in nature. Costs may be influenced by economic factors, services requested or required by the board and availability of qualified labor and contractors. Charges shown on this disclosure are those in effect on the date of recording. All charges are subject to change in accordance with the rules and regulations governing the Association. Each owner is individually responsible for the property taxes and/or user fees charged by the city, county, state, or special taxing district.

EXHIBIT 6

LIST OF HOLDINGS

The following is a list of proposed holdings of WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), consisting of lands within WOODLAND PRESERVE, a subdivision and improvements thereon which are presently under construction and are to be completed by the developer, KH WOODLAND PRESERVE LLC, a Florida limited liability company:

The following described tract(s) as designated on the Plat of **WOODLAND PRESERVE PHASE I-A**, according to the map or plat thereof to be recorded in the Public Records of Manatee County, Florida:

Tract	Designation
Tract B-1	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-2	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-3	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-4	COMMON AREA
Tract B-5	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract B-6	COMMON AREA
Tract B-7	COMMON AREA
Tract B-8	COMMON AREA
Tract B-9	COMMON AREA
Tract B-10	COMMON AREA
Tract B-11	COMMON AREA
Tract B-12	DRAINAGE EASEMENT, LANDSCAPE BUFFER & COMMON AREA
Tract L-1	MANATEE COUNTY LIFT STATION EASEMENT
Tract B-1	PRIVATE RIGHT OF WAY, DRAINAGE, ACCESS & PUBLIC UTILITY EASEMENT
Tract R-2	FUTURE RIGHT OF WAY SETBACK
Tract R-3	FUTURE RIGHT OF WAY SETBACK
Tract R-4	PRIVATE RIGHT OF WAY, DRAINAGE, ACCESS & PUBLIC UTILITY EASEMENT

It is contemplated that the Association will take title to the above Tracts and the improvements thereon and use and maintain the same in accordance with the COMMUNITY DECLARATION FOR WOODLAND PRESERVE and the Land Development Code of Manatee County, Florida.

EXHIBIT 7

MAINTENANCE PROGRAM

- Weekly: Mowing of common lawns and grass in Common Area, if any and as applicable (every other week from March through November), weeding, edging, and tree trimming will be done in such areas on an as-needed basis. Lake banks are mowed every other week.
- Monthly: Visual inspection of sidewalks, any entry features which are part of the Common Areas (if applicable and as needed) and repair as needed. Inspection and bulb replacement on any landscape lighting within Common Areas or other Common Area lighting, if any and as applicable.
- Yearly: Mulch application to any common flower/tree beds within Common Areas, if any and as applicable. Power washing of entry monuments which are part of the Common Areas, if any and as applicable.

Items listed above may be performed on a different schedule as determined by the Board of Directors and/or subject to any applicable agreement with the Woodland Preserve Community Development District (if any).

The Woodland Preserve Community Development District shall be responsible for annual removal of nuisance and exotic plant species that become reestablished for the life of the project in accordance with the County Land Development Code (Section 701.8.E.).

EXHIBIT 8

NOTICE TO BUYER

The following notice is provided to purchasers of Lots in WOODLAND PRESERVE, located in Manatee County, Florida. All capitalized terms not defined herein shall have the meaning ascribed to them in the COMMUNITY DECLARATION FOR WOODLAND PRESERVE, as amended from time to time (the "**Declaration**") to which this Notice to Buyers is attached.

YOU ARE HEREBY NOTIFIED that:

1. The purchase of your Lot is subject to the Declaration and other Governing Documents (as defined below). Ownership of a Lot in said Subdivision automatically makes you a member of WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), and you are subject to Governing Documents. The Association's Articles of Incorporation, Bylaws, Community Standards and Rules and Regulations, together with the Declaration are referred to herein as the "**Governing Documents**." Owners are entitled to one (1) vote in the affairs of the Association for each Lot owned by such Owner.

3. The Association has the right and power to assess and collect Assessments, as provided in the Governing Documents. A proposed budget for the first ten (10) years in the form as required by Manatee County is attached as **Exhibit 5** to the Declaration but is subject to adoption, amendment and/or modification by the Board of Directors.

4. Any amounts set forth on the proposed budget for the Association is only forecast and summary in nature. The Association may increase that amount as may be required to maintain the Common Areas of the Subdivision, or based on economic factors, services requested or as otherwise required by the Board. Further, the budgeted amounts for Installment Assessments do not include, Special Assessments, Individual Assessments, Use Fees, or any assessments or other charges imposed by the Association or the District.

5. DECLARANT HAS THE RIGHT, WITHOUT FURTHER CONSENT OF THE ASSOCIATION, THE OWNERS, OR ANY OTHER PARTY TO BRING WITHIN THE PLAN AND OPERATION OF THE DECLARATION ANY PROPERTY WHICH IS CONTIGUOUS OR NEARLY CONTIGUOUS TO THE SUBDIVISION, AND NEITHER THE ASSOCIATION NOR ANY OWNER SHALL OBJECT TO ANY SUCH ADDITION(S) AT ANY HEARING OR PROCEEDING, OR OTHERWISE TAKE ANY ACTION IN OPPOSITION TO OR OTHERWISE TO INTERFERE WITH SUCH ADDITION(S). SUCH ADDITIONAL PROPERTY MAY BE SUBJECTED TO THE DECLARATION AS ONE PARCEL OR AS SEVERAL SMALLER PARCELS AT DIFFERENT TIMES. NEITHER THE ASSOCIATION NOR ANY OWNER SHALL OBJECT TO ANY SUCH DEVELOPMENT(S) AT ANY HEARING OR PROCEEDING, OR OTHERWISE TAKE ANY ACTION IN OPPOSITION TO, OR OTHERWISE TO INTERFERE WITH SUCH DEVELOPMENT(S).

6. The Owner of each Lot shall be responsible for maintenance of trees required by Manatee County pursuant to Final Site Plan approval for the Subdivision and in accordance with the following requirements:

- a. Canopy trees within 10' of a public sidewalk shall meet Manatee County Public Works Standard Section 301.0 and Exhibit 301.1 entitled "Sidewalk Location Close to Trees". All sidewalks in the right of way within 10' of an existing or proposed tree that will exceed 6" in diameter at maturity shall be 5" thick and contain 2-#3 rebar centered vertically and spaced 3' on center. Palms are not considered trees.
- b. If within 10' of the tree trunk, potable water service line shall have 48 inches of cover from top of pipe from the meter to the home connection; or, as an alternative, the water line may be installed at 18 inches with a polyethylene service pipe conforming with AWWA C-901.

- c. Where within 10' of the tree trunk, irrigation service lines from the street shall have 48 inches of cover from top of pipe to the valve, or, as an alternative, the irrigation line may be installed at 18 inches with a polyethylene service pipe conforming to AWWA C-901. Irrigation valve shall be located as far as possible from the regulated street tree location to minimize impacts to this infrastructure.

With the exception of Lots 157, 161, 167, 171, 184 and 185 as depicted on the plat of WOODLAND PRESERVE PHASE I-A to be recorded in the Public Records of Manatee County, Florida (the "**Phase I-A Plat**"), all Lots as depicted on the Phase I-A Plat shall each have one (1) replacement tree provided as "street trees" within each such Lot. Specifically, Lots 157, 161, 167, 171, 184 and 185 will have two (2) replacement trees provided as street trees on each such Lot.

THE MAINTENANCE OF THE STREET TREES SHALL BE THE RESPONSIBILITY OF THE OWNER, INCLUDING WITHOUT LIMITATION, PROPER ROOT PRUNING TO AVOID INTERFERENCE OF THE TREE'S ROOTS WITH SIDEWALKS, UTILITIES, FOUNDATIONS OF IMPROVEMENTS CONSTRUCTED ON THE LOTS DUE TO THE NATURAL GROWTH OF STREET TREES.

This Subdivision is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these existing land uses may occur on an ongoing basis. Potential buyers of properties in this area shall recognize the need for such land management activities.

7. Landscape plantings and irrigation shall be provided at various Common Areas and/or landscape buffer locations within the Subdivision, as shown in the Final Site Plan for the Subdivision. Final Site Plan number **PLN2303-0044** may be found in the Records Division of the Planning Department. Purchasers are hereby notified that such plantings may be a code requirement, constituting an obligation on the part of the Association to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. Maintenance and replacement of such irrigation and planting shall be part of the Operating Expenses of the Association.

8. THE FIRST PURCHASER OF EACH LOT FROM THE DECLARANT, AT THE TIME OF CLOSING OF THE CONVEYANCE FROM DECLARANT TO THE PURCHASER, SHALL PAY TO THE ASSOCIATION AN "**INITIAL CONTRIBUTION**" IN THE AMOUNT AS SET FORTH IN THE DECLARATION. THE FUNDS DERIVED FROM THE INITIAL CONTRIBUTIONS ARE INCOME TO THE ASSOCIATION AND SHALL BE USED AT THE DISCRETION OF BOARD, INCLUDING WITHOUT LIMITATION, FOR PURPOSES OF FUTURE AND EXISTING CAPITAL IMPROVEMENTS, OPERATING EXPENSES, RESERVES, SUPPORT COSTS AND START-UP COSTS. **IN ADDITION, OWNERS SHALL BE REQUIRED TO PAY RESALE CONTRIBUTIONS AS PROVIDED IN THE DECLARATION.**

9. Purchasers are hereby notified of the following: **EACH OWNER IS HEREBY PLACED ON NOTICE OF THE PRESENCE NEIGHBORING AGRICULTURAL ZONING MAY POSSIBLY INCLUDE USES THAT HAVE ODORS AND NOTICES OR THE USE OF PESTICIDES AND HERBICIDES ASSOCIATED WITH SUCH AGRICULTURAL USES.**

10. Purchasers are hereby notified of the following: THE SITE LIES IN X AE-ZONE WITH A BASE FLOOD ELEVATION OF 20.1' NAVD, A-ZONE, AND X-ZONE, PANEL#12081C0192F, EFFECTIVE 8/10/2021.

11. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of any wetland, wetland buffer areas or upland preservation areas that may be located within the Subdivision without the prior consent of Manatee County:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground;
- b. Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;

- c. Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;
- d. Removal, mowing, or trimming of trees, shrubs or other vegetation;
- e. Application of herbicides, pesticides or fertilizers;
- f. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;
- g. Surface use except for purposes that permit the land or water areas to remain in its natural condition;
- h. Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;
- i. Acts or uses detrimental to such retention of land or water areas;
- j. Development, as defined by the Land Development Code; and
- k. Planting of vegetative material that is not native to the Southwest Florida region of Florida.

LOTS MAY CONTAIN OR ABUT WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS THAT ARE PROTECTED UNDER THE COUNTY'S LAND DEVELOPMENT REGULATIONS AND/OR RECORDED EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE SUCH WETLAND, WETLAND BUFFER AREAS OR UPLAND PRESERVATION AREAS EASEMENT OR AS REQUIRED BY THE COUNTY, 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 SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE DISTRICT. THE DISTRICT SHALL BE RESPONSIBLE FOR ANNUAL REMOVAL OF NUISANCE AND EXOTIC PLANT SPECIES THAT BECOME REESTABLISHED FOR THE LIFE OF THE PROJECT IN ACCORDANCE WITH THE COUNTY LAND DEVELOPMENT CODE (SECTION 701.8.E.).

12. In order to provide a clear view of intersecting streets and travel lanes to the motorist, on every corner Lot, at every driveway intersection with streets, and in parking areas, there shall be a clear visibility triangle in accordance with Section 713 of the Manatee County Land Development Code.

13. The following language is included herein as required by Manatee County Zoning Ordinance, PDR-20-16(Z)(G):

- The internal streets within this subdivision will either be owned by the CDD or the Association.
- On-street parking is prohibited within the internal streets of this subdivision if an 11-foot-wide travel lane is provided.
- An existing dog kennel is located at 5200 Spencer Parrish Road, adjacent to the west of this subdivision.

THE FOREGOING STATEMENTS ARE ONLY SUMMARY IN NATURE AND SHALL NOT BE DEEMED TO SUPERSEDE OR MODIFY THE PROVISIONS OF THE DECLARATION, OR ANY SALES CONTRACT BETWEEN A BUYER AND THE DECLARANT.

EXHIBIT 9

RIGHT OF ENTRY

**RIGHT OF ENTRY
FOR
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE**

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter three of the Land Development Code, Section 336.4 (f.k.a. Ordinance 90-01, Chapter Nine, Section 909.5), and are hereby incorporated as part of the COMMUNITY DECLARATION FOR WOODLAND PRESERVE (the "**Declaration**").

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas or easements as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Area or Easement held by the Association, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in any "Open Space" portions of Common Areas shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed proratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this **Exhibit 9** nor any provision of this Declaration affecting this **Exhibit 9** may be amended without the written consent of Manatee County.

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Form No. 8413(B)

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**MORTGAGEE’S JOINDER IN AND RATIFICATION OF
SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON**

THIS JOINDER AND CONSENT (this “**Joinder**”) is made by **WESTERN ALLIANCE BANK**, an Arizona corporation (“**Mortgagee**”), for good and valuable consideration in hand paid and for the sole purpose of joining and consenting to the plat titled “WOODLAND PRESERVE PHASE I-A,” to be recorded in the Public Records of Manatee County, Florida (the “**Plat**”), which Plat encumbers the property described on **Exhibit A** attached hereto and made a part hereof.

Mortgagee is the owner and holder of that certain Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) recorded as Instrument No. 202241138306 of the Public Records of Manatee County, Florida, as amended by that certain Amendment to Construction Mortgage and Fixture Filing (with Assignment of Rents and Security Agreement) (Variable Rate) recorded as Instrument No. 202341076768 of the Public Records of Manatee County, Florida (as may be modified, collectively the “**Mortgage**”) securing all, or a portion of, the lands subject to the Plat. By this Joinder, Mortgagee hereby joins in, consents to, and ratifies the Plat, including all dedications and reservations thereon, such that any and all interests of Mortgagee in the lands platted thereby are hereby made subject to the Plat, including, without limitation, all dedications, reservations, easements and right-of-way set forth thereon, effective as of the date of the recording of the Plat.

[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

[Signature]
Print Name: Kassandra Ament
Address: 1 East Washington St., Ste. 1400
Phoenix, Arizona 85004

[Signature]
Print Name: Cheyenne Greach
Address: 1E Washington St., Ste. 1400
Phoenix, AZ 85004

WESTERN ALLIANCE BANK, an Arizona corporation

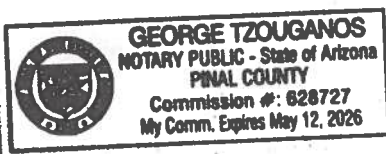
By: [Signature]
Name: John Weyenberg
Title: Team Leader II, LEO Sales, Vice President

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of JUNE, 2024, by JOHN WEYENBERG, as VICE PRESIDENT of WESTERN ALLIANCE BANK, an Arizona corporation, on behalf thereof, who ☒ is personally known to me or ☐ has provided _____ as identification.

[Signature]
Notary Public – State of ~~Florida~~ ARIZONA (17)
Name: GEORGE TZOGANOS
My commission expires: MAY 12, 2026

[NOTARY SEAL]



Approved and accepted for and on behalf of the County of Manatee, Florida, this ____ day
of _____ 2024.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

CHAIRMAN

ATTEST: _____
Clerk of the Circuit Court

By: _____
Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the **POINT OF BEGINNING**; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the **POINT OF BEGINNING**.

Containing 51.865 acres, more or less.

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

**AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
WOODLAND PRESERVE PHASE IA**

This Agreement is entered into as of _____, 20____, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and **KH Woodland Preserve LLC**, a **Limited Liability Company** (hereinafter, the "Developer").

RECITALS

WHEREAS, Developer owns property (hereinafter the "Property") in Manatee County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a **[residential/commercial/industrial]** subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the "Code") adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as **Woodland Preserve Phase IA/PLN2308-0142**;

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit "B-1" and Exhibit "B-2" attached hereto and incorporated herein by reference (hereinafter, the "Improvements"); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the "Code") to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit "C" attached hereto and incorporated herein by this reference (hereinafter, individually a "Performance Security", and

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

completion of, and correction of defects in, the Improvements.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

Article II
TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III
AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of _____, 20__ by **Charlie Bishop** (County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ N/A _____ as identification.

Notary Public Signature

Printed Name

[Notary Seal/Stamp]

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

[Signature]
Print name: Jacklyn Rogers
[Signature]
Print name: Janel Clark

KH Woodland Preserve LLC
a Limited Liability Company
By: [Signature]
Print Name: Paul Martin
as its: Authorized Signatory
105 NE 1st Street
Postal Address
Delray Beach Florida 33444
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of July, 2024, by Paul Martin as authorized signatory [name and title of signatory] of KH Woodland Preserve [name of company signing], a LLC [state of formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is personally known to me or has produced FL DL as identification.



[Signature]
NOTARY PUBLIC Signature
Honey Ralph
Printed Name

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT "A"

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the POINT OF BEGINNING.

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "B-1"
IMPROVEMENTS

	Improvement	Estimated Cost
1	Water Distribution, Sanitary Sewer, Reclaimed Water	\$5,092,576.57
2		
3		
4		
5		



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.mymanatee.org

June 12, 2024

Clearview Land Design, P.L.
Attention: Christopher M. Fisher, P.E.
3010 W Azeele Street, Suite 150
Tampa, FL 33609

RE: BOND2406-0082 - Woodland Preserve Phase 1A (Public)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Performance Cost Estimate

Required Public Improvements

Water Distribution, Sanitary Sewer, Reclaimed Water

Dear Christopher M. Fisher, P.E.:

Your cost estimate for **BOND2406-0082**, dated **June 12, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of .

A Performance Security in the amount of **\$5,092,576.57** which is **130.00%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Scott May

Scott May P.E., County Engineer
Deputy Director - Engineering Services

VACANT
District 1

AMANDA
BALLARD
District 2

KEVIN
VAN OSTENBRIDGE
District 3

MIKE
RAHN
District 4

RAY
TURNER
District 5

JASON
BEARDEN
District 6 At Large

GEORGE W.
KRUSE
District 7 At
Large



**PROJECT MANAGEMENT DIVISION
ENGINEERING INSPECTIONS
CERTIFICATE OF COST ESTIMATE
UTILITY PERFORMANCE GUARANTEE
(Woodland Preserve Phase I-A)**

STATE OF FLORIDA)
) §:
COUNTY OF MANATEE)

I, Christopher M. Fisher, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 85555, hereby certify that I have examined the plat of Woodland Preserve Phase I-A, as filed by Geopoint, located in Section 34, Township 33 South, Range 19 East, Manatee County, Florida; and that the cost of the improvements lying within the said plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for a Performance Guarantee required by the Manatee County Land Development Code.

Schedule II

Schedule IIA - Water Distribution	\$ 1,115,784.00
Schedule IIB - Sanitary Sewer	\$ 2,010,218.59
Schedule IIC - Reclaimed Water	<u>\$ 791,364.00</u>

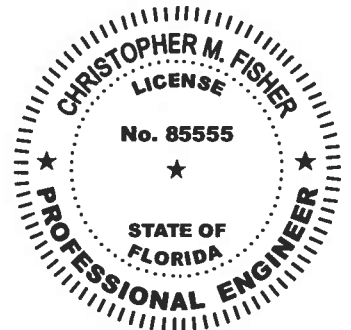
Total	<u><u>\$ 3,917,366.59</u></u>

(Attached Schedules Incorporated by Reference)

The Bond amount equals 130 percent multiplied by the cost of improvements.

1.30 X \$ 3,917,366.59 (Cost) = \$ 5,092,576.57 (Bond)

Approved By:



Manatee County Engineering Services Department

Professional Engineer

05/06/2024

Date

Date

Prepared By:	_____ Tim Winter
Checked By:	_____ Chris Fisher
Checked By:	_____

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IIA Water Distribution

Unit	QTY	Description	Unit Price	Total Amount
Water - Onsite				
EA	1	Connect to Existing 12" Main	\$ 10,580.00	\$ 10,580.00
EA	1	Temporary Connection Water Service Assembly	\$ 11,050.00	\$ 11,050.00
EA	4	Chlorine Injection Point	\$ 661.00	\$ 2,644.00
LF	1956	12" PVC Water Main	\$ 92.00	\$ 179,952.00
LF	6523	8" PVC Water Main	\$ 44.00	\$ 287,012.00
LF	364	8" DIP Water Main	\$ 54.00	\$ 19,656.00
EA	4	2" Auto Flusher	\$ 6,645.00	\$ 26,580.00
EA	11	12" Gate Valve and Box	\$ 4,550.00	\$ 50,050.00
EA	26	8" Gate Valve and Box	\$ 2,685.00	\$ 69,810.00
EA	8	Fire Hydrant Assembly (8" Main)	\$ 8,360.00	\$ 66,880.00
LS	1	Watermain Fittings	\$ 73,215.00	\$ 73,215.00
LF	80	16" Steel Casing	\$ 186.00	\$ 14,880.00
LF	100	24" Jack & Bore	\$ 1,070.00	\$ 107,000.00
EA	39	Single Service	\$ 1,060.00	\$ 41,340.00
EA	73	Double Service	\$ 1,735.00	\$ 126,655.00
LS	1	Testing	\$ 28,480.00	\$ 28,480.00

SUBTOTAL SCHEDULE IIA**\$ 1,115,784.00**

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IIB Sanitary Sewer

Unit	QTY	Description	Unit Price	Total Amount
Sanitary Sewer - Onsite				
LS	1	Lift Station (Complete)	\$ 488,220.00	\$ 488,220.00
LF	1128	8" PVC (6-8 FT)	\$ 52.26	\$ 58,949.28
LF	949	8" PVC (8-10 FT)	\$ 53.16	\$ 50,448.84
LF	940	8" PVC (10-12 FT)	\$ 60.31	\$ 56,691.40
LF	755	8" PVC (12-14 FT)	\$ 65.67	\$ 49,580.85
LF	606	8" PVC (14-16 FT)	\$ 94.87	\$ 57,491.22
LF	751	8" PVC (16-18 FT)	\$ 117.00	\$ 87,867.00
LF	269	8" PVC (18-20 FT)	\$ 123.00	\$ 33,087.00
LF	960	8" PVC (20-24FT)	\$ 129.00	\$ 123,840.00
LF	50	10" PVC (20-24FT)	\$ 140.00	\$ 7,000.00
EA	8	4' Sanitary Manhole (6-8 FT)	\$ 5,800.00	\$ 46,400.00
EA	2	4' Sanitary Manhole (8-10 FT)	\$ 6,950.00	\$ 13,900.00
EA	3	4' Sanitary Manhole (10-12 FT)	\$ 7,760.00	\$ 23,280.00
EA	3	4' Sanitary Manhole (12-14 FT)	\$ 8,420.00	\$ 25,260.00
EA	3	4' Sanitary Manhole (14-16 FT)	\$ 10,480.00	\$ 31,440.00
EA	1	4' Sanitary Manhole (16+ FT)	\$ 11,275.00	\$ 11,275.00
EA	25	Single Service	\$ 1,675.00	\$ 41,875.00
EA	80	Double Service	\$ 2,985.00	\$ 238,800.00
LS	1	Televise Sanitary Sewer	\$ 34,575.00	\$ 34,575.00
LF	3787	6" PVC Force Main	\$ 29.00	\$ 109,823.00
LS	1	Force Main Fittings	\$ 22,420.00	\$ 22,420.00
EA	6	6" Gate Valve	\$ 4,470.00	\$ 26,820.00
LF	80	8" Directional Drill FM	\$ 227.00	\$ 18,160.00
LF	60	14" Steel Casing	\$ 197.00	\$ 11,820.00
EA	1	Blow Off Assembly	\$ 2,625.00	\$ 2,625.00
EA	1	4' Sanitary Manhole (8-10 FT) (Polymer)	\$ 19,705.00	\$ 19,705.00
EA	2	4' Sanitary Manhole (14-16 FT) (Polymer)	\$ 27,185.00	\$ 54,370.00
EA	2	4' Sanitary Manhole (20-22 FT) (Polymer)	\$ 33,405.00	\$ 66,810.00
EA	2	4' Sanitary Manhole (22-24 FT) (Polymer)	\$ 34,575.00	\$ 69,150.00
EA	1	4' Sanitary Manhole (10-12 FT) (Polymer) (DROP)	\$ 36,050.00	\$ 36,050.00
EA	1	4' Sanitary Manhole (16-18 FT) (Polymer) (DROP)	\$ 42,760.00	\$ 42,760.00
EA	1	4' Sanitary Manhole (22-24 FT) (Polymer) (DROP)	\$ 49,725.00	\$ 49,725.00
SUBTOTAL SCHEDULE IIB				\$ 2,010,218.59

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IIC Reclaimed Water Distribution

Unit	QTY	Description	Unit Price	Total Amount
Reclaimed Water - Onsite				
EA	1	Connect to Existing 12" Main	\$ 2,750.00	\$ 2,750.00
EA	1	Temporary Connection Water Service Assembly	\$ 11,050.00	\$ 11,050.00
EA	4	Chlorine Injection Point	\$ 661.00	\$ 2,644.00
LF	1649	12" PVC Reclaimed Main	\$ 89.00	\$ 146,761.00
LF	2052	8" PVC Reclaimed Main	\$ 44.00	\$ 90,288.00
LF	168	8" DIP Reclaimed Main	\$ 54.00	\$ 9,072.00
LF	4257	6" PVC Reclaimed Main	\$ 30.00	\$ 127,710.00
LF	485	6" DIP Reclaimed Main	\$ 44.00	\$ 21,340.00
EA	6	12" Gate Valve and Box	\$ 2,684.00	\$ 16,104.00
EA	9	8" Gate Valve and Box	\$ 2,685.00	\$ 24,165.00
EA	17	6" Gate Valve and Box	\$ 2,010.00	\$ 34,170.00
LF	80	12" Directional Drill RM	\$ 265.00	\$ 21,200.00
LF	59	24" Steel Casing	\$ 275.00	\$ 16,225.00
EA	3	Blow off Assemblies	\$ 1,575.00	\$ 4,725.00
LS	1	Watermain Fittings	\$ 71,460.00	\$ 71,460.00
EA	25	Single Service	\$ 1,060.00	\$ 26,500.00
EA	80	Double Service	\$ 1,735.00	\$ 138,800.00
LS	1	Testing	\$ 26,400.00	\$ 26,400.00
SUBTOTAL SCHEDULE IIC				\$ 791,364.00

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "B-2"
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT

Woodland Preserve Phase IA - Private Project w/Public Improvements
Water Distribution, Sanitary Sewer, Reclaimed Water

EXHIBIT "C"
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No. 800180723 issued through Atlantic Specialty Insurance Company	\$5,092,576.57
2		\$
3		\$
4		\$
5		\$

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A") **BOND NO. 800180723**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KH Woodland Preserve, LLC as Principal, and Atlantic Specialty Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$5,092,576.57 (Numbers) Five Million Ninety Two Thousand Five Hundred Seventy Six dollars and 57/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Public Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Woodland Preserve Phase I-A (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and "Agreement for Public Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

Water Distribution, Sanitary Sewer, Reclaimed Water
INSURANCE COMPANY SIGNATURE FORM

FOR: Woodland Preserve Phase I-A
(Name of Project)

BOND NO. 800180723

SIGNED AND SEALED this 27th day of June, 20 24

Atlantic Specialty Insurance Company
Surety Company Name

By: [Signature]

Signature - As its Agent

Brook T. Smith, Attorney-in-Fact

Print Name & Title

605 Highway 169 North, Suite 800

Address

Plymouth, MN 55441
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

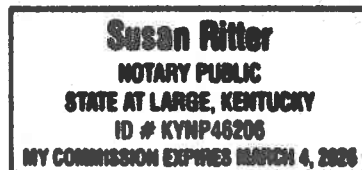
NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of June, 20 24, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:



[Signature]

Notary Public

Susan Ritter

Print Name of Notary

Commission No. KYNP 46206 My Commission Expires: 03/4/2026

DEVELOPER SIGNATURE FORM

FOR: Woodland Preserve Phase I-A

BOND NO. 800180723

WITNESSES OR CORPORATE SEAL:

Ammy
Witness
Cameron Weinburger
Type or Print Name
Ammy
Witness
Daniel Matrazzo
Type or Print Name

KH Woodland Preserve LLC
Developer
BY: [Signature]
Signature
Howard Erbstein
Type or Print Name
Manager
Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street
Postal Address
Delray Beach, FL 33444
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of July, 2024, by Howard Erbstein, as manager, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Angela B. Mercado
Comm.: HH 437574
Expires: Aug. 24, 2027
Notary Public - State of Florida

Angela B. Mercado
Notary Public
Angela B. Mercado
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, 20__.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this _____ day of _____, 20____, by **Charlie Bishop** (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification

NOTARY SEAL:

Notary Public

Print Name of Notary



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

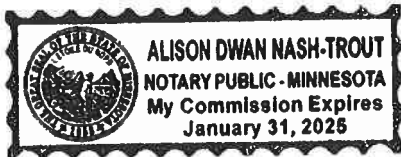
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of June, 2024

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area

Signs

**AGREEMENT FOR PRIVATE
SUBDIVISION WITH PRIVATE IMPROVEMENTS
WOODLAND PRESERVE PHASE IA**

This Agreement is entered into as of _____, 20____, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and **KH Woodland Preserve LLC**, a **Limited Liability Company** (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a **Private Residential** subdivision with private streets and other private improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County for approval of a proposed subdivision or final site plan identified **Woodland Preserve Phase IA/PLN2308-0142**; and

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” attached hereto and incorporated herein by reference (hereinafter, the “Private Improvements”), and the installation of water and/or wastewater utility improvements more particularly described in Exhibit “B-2”, and “B-3” attached hereto and incorporated herein by reference (the “Utility Improvements” and collectively with the Private Improvements, the “Improvements”); and

WHEREAS, as the Private Improvements will not be dedicated to the County or to the use and enjoyment of the general public, but will be reserved for the common use and enjoyment of the owners of the Property, and the Utility Improvements will be dedicated to the County; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

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WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I

INSTALLATION AND MAINTENANCE OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements PLN2308-0142 (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the Improvements. The Private Improvements shall not be dedicated to the use and enjoyment of the general public but shall be reserved for the common use and enjoyment of the owners of the Property. Developer shall create a homeowner’s association, a property owner’s association, a community development district and/or some other association (hereinafter the “Association”) acceptable to the County, which shall be responsible for the maintenance of the Private Improvements. The County shall not be required or obligated to maintain the Utility Improvements unless and until the County accepts the Utility Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever.

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1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the "Protective Covenants") satisfactory to the County for the maintenance of the Private Improvements. The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

A. Public Utility Improvements. The Utility Improvements shall be dedicated to the County, and shall be covered by one or more defect securities suitable to the County conditioned to pay for any defects in such Improvements which shall become apparent within three (3) years after approval by the County, in accordance with Section 337 of the Code (hereinafter, a "Defect Security"). Should the Developer fail or refuse to correct any defect in any Utility Improvements in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such

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amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvement, the County is hereby authorized to assess the cost of correcting defects in the Improvement against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants an easement over the Property as necessary to allow the County to maintain and correct defects in such Improvements. The Developer, for itself and its successors in ownership acknowledges Manatee County will not restore brick pavers in streets, driveways and or sidewalks, decorative landscaping, walls and/or fences within the utility easements. The Developer, for itself and its successors in ownership, acknowledges that minor settlement may occur with respect to the County's repair work to roads and driveways and that the Developer shall hold the County harmless from any liability due to any such minor settlement. The Developer acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

B. Private Street Maintenance; Conversion to Public Streets. The Protective Covenants shall provide that, upon any default by the Developer, the Association or their successors in interest, of the requirements set forth herein to maintain private streets within the subdivision, which in the view of the County constitutes a threat to the public health, safety or welfare, the County, after due notice of its declaration of a default and a reasonable time to cure, may remove any gates, take possession of the rights-of-way for said streets as public streets (without any obligation to compensate the Developer, the Association or other successors in interest) and assume responsibility for maintenance thereof. The Protective Covenants shall provide that the County may complete any deferred maintenance, or improve or reconfigure such streets, as necessary to bring them into compliance with the Code and County standards. The Protective Covenants shall provide that the County may assess the cost incurred pursuant to this subsection against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Protective Covenants shall provide that, alternatively, the County may use a temporary Municipal Service Taxing Unit or Municipal Service Benefit Unit applied to all or a portion of the Property to fund said costs. The Protective Covenants shall provide that the County shall have an easement over the Property as necessary to allow the County to carry out the provisions of this subsection.

The provisions of this Section 1.5 shall survive any release and termination of this

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Agreement pursuant to Section 1.12.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in the Utility Improvements during the three-year period specified in Section 15.A, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees resulting from or relating to the construction, maintenance or control of the Improvements by the Developer, its officers, agents or employees prior to transfer to the Association or dedication to the County, as the case may be. Upon the transfer of Private Improvements to the Association, the Association shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees, resulting from or relating to the maintenance or control of the Private Improvements by the Association, its officers, agents or employees. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Manatee County is a third-party beneficiary of the Association's maintenance obligations, that Manatee County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or remove from the Protective Covenants any of the foregoing language pertaining to the Association's maintenance and indemnification obligations without the County's written consent.

1.9 Emergency Access Easements. The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, or general welfare. The granting of such easement shall not be construed to impose

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any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

1.10 Ingress and Egress Easements for Services and Maintenance. Developer shall convey or dedicate (a) to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing necessary services to the Property or the owners of the Property, and (b) to the County for the maintenance of the Utility Improvements, perpetual non-exclusive ingress and egress easements over the private road systems.

1.11 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, the Association and all other successors and assigns in interest.

1.12 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator, or his or her designee, is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled. The obligations set forth in Section 1.5 hereof shall survive any automatic release, or release and termination, granted pursuant to this Section 1.12.

1.13 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be constructed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.14 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or

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Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

1.15 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days from the submission of the defect security and release of the performance security.

Article II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee, and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement,

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and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall

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[signature page to follow]

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WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of _____, 20____ by **Charlie Bishop** (County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ N/A _____ as identification.

Notary Public Signature

Printed Name

[Notary Seal/Stamp]

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(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

[Signature]
Print name: Jacklyn Rogers
[Signature]
Print name: Janell Clark

KH Woodland Preserve LLC
a Limited Liability Company

By: [Signature]
Print Name: Paul Martin
as its: Authorized Signatory

105 NE 1st Street
Postal Address
Delray Beach Florida 33444
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or []
online notarization this 22 day of July, 2024, by Paul Martin
as Authorized signatory [name and title of signatory] of KH Woodland Preserve [name of
company signing], a LLC [state of formation and type of entity, e.g.,
corporation, LLC], on behalf of the company. He/she is personally known to me or has
produced FL DL as identification.



[Signature]
NOTARY PUBLIC Signature
Honey Ralph
Printed Name

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EXHIBIT “A”
DESCRIPTION OF PROPERTY

EXHIBIT "A"

A parcel of land lying in Section 34, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 34; run thence along the Southerly boundary thereof, S.89°33'24"E., a distance of 704.48 feet to the POINT OF BEGINNING; thence N.00°26'36"E., a distance of 84.00 feet; thence N.21°23'19"W., a distance of 375.73 feet; thence S.89°44'49"E., a distance of 9.08 feet; thence easterly, 198.00 feet along the arc of a non-tangent curve to the left having a radius of 1025.00 feet and a central angle of 11°04'04" (chord bearing N.84°27'55"E., 197.69 feet); thence N.11°04'07"W., a distance of 50.00 feet; thence westerly, 120.50 feet along the arc of a non-tangent curve to the right having a radius of 975.00 feet and a central angle of 07°04'52" (chord bearing S.82°28'19"W., 120.42 feet); thence N.00°25'34"E., a distance of 369.76 feet; thence S.89°34'26"E., a distance of 12.00 feet; thence N.00°25'34"E., a distance of 84.14 feet; thence N.13°23'52"E., a distance of 38.70 feet; thence N.23°34'14"E., a distance of 180.28 feet; thence N.14°50'45"E., a distance of 193.44 feet; thence N.01°24'38"E., a distance of 54.85 feet; thence N.13°11'29"W., a distance of 222.69 feet; thence N.90°00'00"E., a distance of 330.19 feet; thence S.00°27'00"W., a distance of 134.15 feet; thence S.02°53'21"W., a distance of 58.12 feet; thence S.10°38'30"W., a distance of 65.38 feet; thence S.18°59'30"W., a distance of 65.38 feet; thence S.26°52'00"W., a distance of 57.95 feet; thence S.59°26'00"E., a distance of 126.00 feet; thence northeasterly, 33.51 feet along the arc of a non-tangent curve to the left having a radius of 575.00 feet and a central angle of 03°20'22" (chord bearing N.28°53'49"E., 33.51 feet); thence S.59°40'56"E., a distance of 108.39 feet; thence S.00°27'00"W., a distance of 63.97 feet; thence S.89°33'00"E., a distance of 126.13 feet; thence easterly, 351.19 feet along the arc of a tangent curve to the right having a radius of 1025.00 feet and a central angle of 19°37'52" (chord bearing S.79°44'04"E., 349.48 feet); thence easterly, 159.35 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 15°52'41" (chord bearing S.77°51'29"E., 158.84 feet); thence northeasterly, 40.91 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°45'11" (chord bearing N.47°19'35"E., 36.49 feet); thence N.00°27'00"E., a distance of 2.56 feet; thence S.89°33'00"E., a distance of 50.00 feet; thence southeasterly, 42.19 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 96°40'56" (chord bearing S.47°53'28"E., 37.36 feet); thence easterly, 102.83 feet along the arc of a compound curve to the left having a radius of 575.00 feet and a central angle of 10°14'48" (chord bearing N.78°38'40"E., 102.69 feet); thence easterly, 184.67 feet along the arc of a reverse curve to the right having a radius of 625.00 feet and a central angle of 16°55'44" (chord bearing N.81°59'08"E., 184.00 feet); thence S.89°33'00"E., a distance of 194.84 feet; thence northeasterly, 36.77 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 84°16'53" (chord bearing N.48°18'34"E., 33.55 feet); thence S.83°49'53"E., a distance of 50.00 feet; thence southerly, 129.31 feet along the arc of a non-tangent curve to the right having a radius of 625.00 feet and a central angle of 11°51'16" (chord bearing S.12°05'45"W., 129.08 feet); thence southerly, 40.60 feet along the arc of a reverse curve to the left having a radius of 575.00 feet and a central angle of 04°02'43" (chord bearing S.16°00'01"W., 40.59 feet); thence S.89°33'00"E., a distance of 204.14 feet to a point on the Westerly right of way line of Jim Davis Road, according to the road plat thereof, as recorded in Road Plat Book 13, Pages 36 through 40, of the Public Records of Manatee County, Florida; thence along said Westerly right of way line the following seven courses: 1) S.00°14'35"W., a distance of 287.98 feet; 2) S.00°12'42"E., a distance of 63.00 feet; 3) S.01°01'02"W., a distance of 37.00 feet; 4) S.00°19'48"E., a distance of 200.01 feet; 5) S.00°48'58"W., a distance of 100.01 feet; 6) S.00°19'48"E., a distance of 100.00 feet; 7) S.00°14'35"W., a distance of 104.98 feet to a point on the said South boundary of Section 34; thence along said South boundary, N.89°33'24"W., a distance of 1967.94 feet to the POINT OF BEGINNING.

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**EXHIBIT “B-1”
PRIVATE IMPROVEMENTS**

	Improvement	Estimated Cost
1	Earthwork, Road Construction, Storm Drainage, Miscellaneous Items	\$8,333,941.54
2	Final Lift of Asphalt	\$277,822.74
3	Common Area Landscaping & Irrigation	\$329,654.00
4	Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area Signs	\$4,416.10
5		
6		



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.mymanatee.org

June 12, 2024

Clearview Land Design, P.L.
Attention: Christopher M. Fisher, P.E.
3010 W Azeele Street, Suite 150
Tampa, FL 33609

RE: BOND2406-0079 - Woodland Preserve Phase IA (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Performance Cost Estimate

Required Private Improvements
Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

Dear Christopher M. Fisher, P.E.:

Your cost estimate for **BOND2406-0079**, dated **June 12, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of .

A Performance Security in the amount of **\$8,333,941.54** which is **130.00%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Scott May

Scott May P.E., County Engineer
Deputy Director - Engineering Services

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large



PROJECT MANAGEMENT DIVISION
ENGINEERING INSPECTIONS
CERTIFICATE OF COST ESTIMATE
PRIVATE PERFORMANCE GUARANTEE
Woodland Preserve Phase I-A

STATE OF FLORIDA)
) §:
COUNTY OF MANATEE)

I, Christopher M. Fisher, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 85555, hereby certify that I have examined the plat of Woodland Preserve, as filed by Geopoint, located in Section 34, Township 33 South, Range 19 East, Manatee County, Florida; and that the cost of the improvements lying within the said plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for a Performance Guarantee required by the Manatee County Land Development Code.

<u>Schedule I</u>	<u>Amount</u>
Schedule IA Earthwork	\$ 3,795,164.22
Schedule IB Road Construction	\$ 1,337,191.26
Schedule IC Storm Drainage	\$ 1,236,618.78
Schedule ID Miscellaneous Items	\$ 41,750.00
Total	\$ 6,410,724.26

(Attached Schedules Incorporated by Reference)

The Bond amount equals 130 percent multiplied by the cost of improvements.

1.30 X \$ 6,410,724.26 (Cost) = \$ 8,333,941.54 (Bond)

Approved By:

Manatee County Engineering Services Department

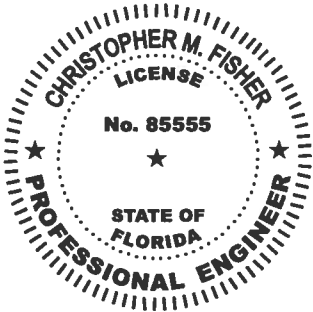
Date

Digitally signed
by Christopher
Michael Fisher
Date: 2024.05.06
09:18:54-04'00'

Professional Engineer
05/06/2024

Date

Prepared By: _____ Tim Winter
Checked By: _____ Chris Fisher
Checked By: _____



ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IA Earthwork

Unit	QTY	Description	Unit Price	Total Amount
LS	1	General Requirements	\$ 9,264.67	\$ 9,264.67
EA	1	Temporary Construction Entrance	\$ 5,624.81	\$ 5,624.81
LF	19250	Silt Fence Installation and Maintenance	\$ 1.75	\$ 33,687.50
LF	200	Turbidity Barrier	\$ 20.00	\$ 4,000.00
LS	1	Clear and Grub	\$ 704,000.00	\$ 704,000.00
LS	1	Dewatering	\$ 34,948.00	\$ 34,948.00
LS	1	Discing	\$ 32,292.70	\$ 32,292.70
LS	1	Site Excavation and Grading	\$ 2,483,630.00	\$ 2,483,630.00
LF	162	Retaining Wall	\$ 400.00	\$ 64,800.00
SY	2284	Sod (16") BOC	\$ 2.81	\$ 6,418.04
SY	65000	Sod - Swales, Slopes 5:1 and Greater	\$ 2.81	\$ 182,650.00
SY	224350	Seed and Mulch	\$ 0.31	\$ 69,548.50
LS	1	Construction Staking	\$ 85,800.00	\$ 85,800.00
LS	1	Final Grading	\$ 78,500.00	\$ 78,500.00
SUBTOTAL SCHEDULE IA				\$ 3,795,164.22

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IB Road Construction

Unit	QTY	Description	Unit Price	Total Amount
Roadways - Onsite				
EA	1	Connect to Existing Asphalt Pavement	\$ 1,249.96	\$ 1,249.96
SY	17180	1.25" Type SP-9.S (First Lft)	\$ 15.63	\$ 268,523.40
SY	17180	6" Crushed Concrete Base Course (LBR 150 Min.)	\$ 18.47	\$ 317,314.60
SY	17180	6" Stabilized Subgrade (LBR 40 Min.)	\$ 6.10	\$ 104,798.00
LS	1	Offsite Roadway Widening	\$ 189,952.00	\$ 189,952.00
LF	11410	Type A Curb (Miami)	\$ 21.00	\$ 239,610.00
LF	1377	Type F Curb	\$ 30.00	\$ 41,310.00
LF	1160	Type D Curb	\$ 21.00	\$ 24,360.00
LF	665	Drop Curb	\$ 23.00	\$ 15,295.00
SF	17990	4" Sidewalk	\$ 5.75	\$ 103,442.50
SY	35	6" Sidewalk	\$ 7.88	\$ 275.80
EA	20	ADA Ramps	\$ 76.00	\$ 1,520.00
SY	170	Stabilized Turn Around	\$ 12.00	\$ 2,040.00
LS	1	Signage and Pavement Marking	\$ 27,500.00	\$ 27,500.00
SUBTOTAL SCHEDULE IB				\$ 1,337,191.26

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A

Schedule: IC Storm Drainage

Unit	QTY	Description	Unit Price	Total Amount
Storm - Onsite				
LF	399	12" HDPE	\$ 40.00	\$ 15,960.00
LF	316	15" HDPE	\$ 46.00	\$ 14,536.00
LF	296	18" HDPE	\$ 53.00	\$ 15,688.00
LF	207	15" Class III RCP	\$ 65.72	\$ 13,604.04
LF	2526	18" Class III RCP	\$ 66.72	\$ 168,534.72
LF	1054	24" Class III RCP	\$ 104.09	\$ 109,710.86
LF	783	30" Class III RCP	\$ 162.96	\$ 127,597.68
LF	1222	36" Class III RCP	\$ 208.84	\$ 255,202.48
LF	75	42" Class III RCP	\$ 268.00	\$ 20,100.00
EA	5	Mitered End Section (18" RCP)	\$ 3,450.00	\$ 17,250.00
EA	5	Mitered End Section (24" RCP)	\$ 3,880.00	\$ 19,400.00
EA	1	Mitered End Section (30" RCP)	\$ 6,060.00	\$ 6,060.00
EA	2	Mitered End Section (42" RCP)	\$ 8,730.00	\$ 17,460.00
EA	6	Yard Drain	\$ 2,250.00	\$ 13,500.00
EA	36	Type 1 Curb Inlet	\$ 6,850.00	\$ 246,600.00
EA	14	Manhole	\$ 5,875.00	\$ 82,250.00
EA	3	Grate Top Inlet	\$ 3,125.00	\$ 9,375.00
EA	2	Control Structure (FDOT Type C Box)	\$ 7,640.00	\$ 15,280.00
EA	2	Control Structure (FDOT Type D Box)	\$ 12,380.00	\$ 24,760.00
EA	6	Spillways	\$ 5,545.00	\$ 33,270.00
LS	1	Lamping/TV Testing	\$ 10,480.00	\$ 10,480.00
SUBTOTAL SCHEDULE IC				\$ 1,236,618.78

ENGINEER'S ESTIMATE

PROJECT: Woodland Preserve Phase I-A Schedule: ID Misc. Items

Unit	QTY	Description	Unit Price	Total Amount
	*	<u>PROFESSIONAL SERVICES</u>		
EA	1	Record Drawings	\$ 2,500.00	\$ 2,500.00
EA	1	Cost Estimate - Assurance of Maintenance	\$ 300.00	\$ 300.00
EA	1	Engineer's Certificate	\$ 200.00	\$ 200.00
LS	1	Geotechnical Testing	\$ 38,750.00	\$ 38,750.00
		SUBTOTAL SCHEDULE ID		\$ 41,750.00



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.mymanatee.org

June 12, 2024

Clearview Land Design, P.L.
Attention: Christopher M. Fisher, P.E.
3010 W Azeele Street, Suite 150
Tampa, FL 33609

RE: BOND2406-0081 - Woodland Preserve Phase IA (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Performance Cost Estimate

Required Private Improvements
Final Lift of Asphalt

Dear Christopher M. Fisher, P.E.:

Your cost estimate for **BOND2406-0081**, dated **June 12, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of .

A Performance Security in the amount of **\$277,822.74** which is **130.00%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Scott May

Scott May P.E., County Engineer
Deputy Director - Engineering Services

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large



Clearview
LAND DESIGN, P.L.

Cleaview Land Design, P.L.
Woodland Preserve Phase I-A Final Plat
Engineers Opinion of Probable Cost for Performance
Bond for Private Improvements

Site Development Summary Cost Breakdown

Roadways & Pavement	\$ 213,709.80
Total	\$ 213,709.80

1.30 X \$ 213,709.80 (Cost) = \$ 277,822.74 (Bond)

I, Christopher fisher, P.E. do hereby estimate that the cost of improvements itemized above is \$213,709.80

Furthermore, as required by Manatee County Land Development Code Section 337.5.B., 130% of that estimate specifically, \$277,822.74 is the required amount for he performance security.

Approved By:

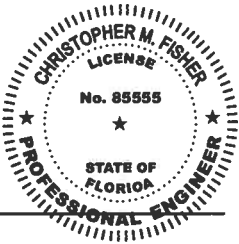
Manatee County Engineering Services Department

Date

Professional Engineer

12/22/2023
Date

Prepared By: Tim Winter
Checked By: Chris Fisher
Checked By:





Cleaview Land Design, P.L.
Woodland Preserve Phase I Final Plat
Engineers Opinion of Probable Cost for Performance
Bond for Public Improvements

Roadways & Pavement

PROJECT: Woodland Preserve Phase I-A

Unit	QTY	Description	Unit Price	Total Amount
Roadways - Onsite				
LS	1	Lot Corners	\$ 7,000.00	\$ 7,000.00
LS	1	Benchmarks	\$ 1,500.00	\$ 1,500.00
SY	17180	3/4" SP 9.5 Asphalt (2nd Lift)	\$ 11.61	\$ 199,459.80
LS	1	Permanent Control Points	\$ 2,750.00	\$ 2,750.00
LS	1	Traffic Control Pavement Markings (Second Lift)	\$ 3,000.00	\$ 3,000.00
SUBTOTAL SCHEDULE IB				\$ 213,709.80



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.mymanatee.org

July 10, 2024

Clearview Land Design
Attention: Christopher Fisher

RE: BOND2406-0083 - Woodland Preserve Phase 1-A (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Final Site Plan: PLN2303-0044, PDR-20-16(P)(R)/22-S-34(P)(R)/FSP-22-60(R)
Performance Cost Estimate

Required Private Improvements
Common Area Landscaping & Irrigation

Dear Christopher Fisher:

Your cost estimate for **BOND2406-0083**, dated **July 05, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of **July 10, 2024**.

A Performance Security in the amount of **\$329,654.00**, which is **130%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Kara Koenig
Planning Section Manager
Environmental Planning Section

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large



Clearview
LAND DESIGN, P.L.

Woodland Preserve (fka SM Ranch) Phase I-A Final Plat
Engineers Opinion of Probable Cost for Performance
Bond for Private Improvements
PDR-20-16/23-S-68(F)

Site Development Summary Cost Breakdown

Landscape/Irrigation	\$ 253,580.00
Total	\$ 253,580.00

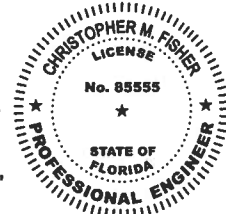
1.30 X \$ 253,580.00 (Cost) = \$ 329,654.00 (Bond)

I, Christopher fisher, P.E. do hereby estimate that the cost of improvements itemized above is
\$253,580.00

Furthermore, as required by Manatee County Land Development Code Section 337.5.B.,
130% of that estimate specifically, \$329,654.00 is the required amount for he performance security.

Christopher Michael Fisher

Digitally signed
by Christopher
Michael Fisher
Date:
2024.07.05
09:58:41-04'00'



Applicant Information:

KH Sarasota, LLC
105 NE 1st Street
Delray Beach, FL 33444

Professional Engineer

Date 07/05/2024

Prepared By: Tim Winter
Checked By: Chris Fisher
Checked By:

Clearview Land Design, P.L.

 Woodland Preserve (aka SM Ranch) Phase I-A Engineers Opinion of
 Probable Cost for Performance Bond for Private Improvements

Landscape Common Area

PDR-20-16/23-S-68(F)

Item	Description	Quantity	Unit	Unit Price	Total
Onsite					
Common Name (Botanical Name)		Trees			
Purple Tabebuia (Tabebuia impetiginosa)	12-14' HT x 10-12' SPR. 4" Cal.	6	EA	\$ 400.00	\$ 2,400.00
Foxtail Palm- Triple (Wodyetia bifurcata)	20' OAH, 6-8' SPR	1	EA	\$ 500.00	\$ 500.00
Foxtail Palm- Single (Wodyetia bifurcata)	15' HT Min., 6-8' SPR, 100 Gal	28	EA	\$ 250.00	\$ 7,000.00
Cabbage Palm- Hurricane Cut (Sabal Palmetto)	15' HT Min., 4-6' SPR	72	EA	\$ 125.00	\$ 9,000.00
Southern Red Cedar (Juniperus Silicicola)	14-16' HT x 5-6' SPR. 4" Cal.	46	EA	\$ 275.00	\$ 12,650.00
Red Maple (Acer Rubrum)	14-16' HT x 5-6' SPR. 4" Cal.	108	EA	\$ 350.00	\$ 37,800.00
Slash Pine (Pinus Elliotti 'Densa')	14-16' HT x 5-6' SPR. 4" Cal.	127	EA	\$ 275.00	\$ 34,925.00
Southern Magnolia (Magnolia Grandiflora 'D.D. Blanchard')	10-12' HT x 4-6' SPR. 3" Cal.	28	EA	\$ 275.00	\$ 7,700.00
Sweetbay Magnolia (Magnolia Virginiana)	12-14' HT x 5-6' SPR. 3" Cal.	13	EA	\$ 300.00	\$ 3,900.00
Bald Cypress (Taxodium Distichum)	14-16' HT x 5-6' SPR. 4" Cal.	92	EA	\$ 225.00	\$ 20,700.00
Southern Live Oak (Quercus Virginiana)	14-16' HT x 6-7' SPR. 4" Cal.	45	EA	\$ 425.00	\$ 19,125.00
Ligustrum- Multi (Ligustrum japonicum)	6-8' HT, 5-6' SPR, 45 Gal	60	EA	\$ 175.00	\$ 10,500.00
Pink Tuskegee Crape Myrtle-Mult. (Lagerstroemia x 'Tuskegee')	6-8' HT, 5-6' SPR, 65 Gal	13	EA	\$ 125.00	\$ 1,625.00
		Shrubs			
Pink Muhly Grass (Muhlebergia)	3 gal. 18-24" x 18-24" SPR	37	EA	\$ 20.00	\$ 740.00
Sweet Viburnum (Viburnum Odoratissimum)	3 gal. 24-36" x 24-36" SPR	970	EA	\$ 15.00	\$ 14,550.00
		Sod/Mulch/Other			
Irrigation	100% Automatic System	1	LS	\$ 70,465.00	\$ 70,465.00
Landscape Common Area Total =					\$ 253,580.00



Development Services
Planning Division
1112 Manatee Ave. W.
Bradenton, FL 34205
Phone: (941) 748-4501
www.mymanatee.org

July 03, 2024

Clearview Land Design
Attention: Christopher Fisher

RE: BOND2309-0009 - Woodland Preserve Phase 1-A (Private)
Final Plat: PLN2308-0142
Construction Plan: PLN2204-0045
Final Site Plan: PLN2303-0044, PDR-20-16(P)(R)/22-S-34(P)(R)/FSP-22-60(R)
Performance Cost Estimate

Required Private Improvements

Wetland Buffer Enhancement, Wetland Buffer Nuisance Exotic Plant Removal, and Conservation Area Signs

Dear Christopher Fisher:

Your cost estimate for **BOND2309-0009**, dated **June 18, 2024**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety with an approval date of **July 03, 2024**.

A Performance Security in the amount of **\$4,416.10**, which is **130%** of the submitted actual cost, would be sufficient to ensure the County correction of any defects or failures.

If we can be of further assistance, please contact Bonds@MyManatee.Org.

Sincerely,

Kara Koenig
Planning Section Manager
Environmental Planning Section

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	District 2	District 3	District 4	District 5	District 6 At Large	District 7 At Large

Woodland Preserve (fka SM Ranch) Phase I-A Final
Plat PDR-20-16/23-S-68(F) Engineers Opinion of
Probable Cost for Performance Bond for Private
Improvements

Site Development Summary Cost Breakdown

Environmental -Wetland Buffer Treatment \$ 3,397.00

Total= \$ 3,397.00

Total *130% \$ 4,416.10

I, Christopher Fisher, P.E. do hereby estimate that the cost of improvements itemized above is
\$ 3,397.00

Futhermore, as required by Manatee County Land Development Code Section 337.5.B., 130% of that estimate
specifically, \$4,416.10 is the required amount of the performance security.

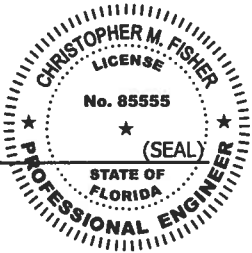
Applicant Information:
KH Sarasota, LLC
105 NE 1st Street
Delray Beach, FL 33444

Digitally signed by
Christopher Michael
Fisher
Date: 2024.06.18
13:18:40-04'00'

Professional Engineer

06/18/2024

Date



Prepared By:	CMF
Checked By:	
Checked By:	

Woodland Preserve (fka SM Ranch) Phase I-A Final Plat PDR-20-16/23-S-68(F)
 Engineers Opinion of Probable Cost for Performance Bond for Private Improvements

Environmental- Wetland Buffer Treatment

PDR-20-16/23-S-68(F)

Item	Description	Quantity	Unit	Unit Price	Total
Onsite					
Southern Wetland Buffer (Tract 600) Invasive Removal (0.10 Ac.)		1	LS	\$ 1,250.00	\$ 1,250.00
Wax Myrtle (Myrica Cerifera)	3 gal. 18-24" x 18-24" SPR	7	EA	\$ 35.00	\$ 245.00
Beauty Berry (Callicarpa Americana)	3 gal. 18-24" x 18-24" SPR	7	EA	\$ 35.00	\$ 245.00
Southern Live Oak (Quercus Virginiana)	5-6 ' HT x 1-2 ' SPR. 7 gal	2	EA	\$ 425.00	\$ 850.00
Cordgrass (Spartina Pectinata)	4" Plugs	69	EA	\$ 3.00	\$ 207.00
Wetland Conservation Signs		3	EA	\$ 200.00	\$ 600.00
Wetland Buffer Treatment Total =					\$ 3,397.00

For buffer plantings refer to environmental narrative by Ardurra. These include cord grass, Wax Myrtle and Live Oak trees

Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area
Signs

**EXHIBIT “B-2”
UTILITY IMPROVEMENTS**

	Improvement	Estimated Cost
1		
2		
3		
4		
5		

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Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area

Signs

**EXHIBIT “B-3”
UTILITY IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE
PROJECT

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Woodland Preserve Phase IA – Private Project w/Private Improvements

1)Earthwork, Road Construction, Storm Drainage, Miscellaneous Items

2)Final Lift of Asphalt

3)Common Area Landscaping & Irrigation

4)Wetland Buffer Enhancement, Wetland Buffer Exotic Plant Removal, & Conservation Area

Signs

**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond No. 800180722 issued through Atlantic Specialty Insurance Company	\$8,333,941.54
2	Surety Bond No. 800180720 issued through Atlantic Specialty Insurance Company	\$277,822.74
3	Surety Bond No. 800180721 issued through Atlantic Specialty Insurance Company	\$329,654.00
4	Surety Bond No. 800180729 issued through Atlantic Specialty Insurance Company	\$4,416.10
5		
6		

Earthwork, Road Construction, Storm Drainage, Misc. Items

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 800180722**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KH Woodland Preserve, LLC as Principal, and Atlantic Specialty Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 8,333,941.54 (Numbers) Eight Million Three Hundred Thirty Three Thousand Nine Hundred Forty One dollars and 54/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Woodland Preserve Phase I-A (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

Earthwork, Road Construction, Storm Drainage, Misc. Items

FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Woodland Preserve Phase I-A
(Name of Project)

BOND NO. 800180722

SIGNED AND SEALED this 27th day of June, 20 24

Atlantic Specialty Insurance Company
Surety Company Name

By: [Signature]

Signature - As its Agent

Brook T. Smith, Attorney-in-Fact

Print Name & Title

605 Highway 169 North, Suite 800

Address

Plymouth, MN 55441
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Signature

Print Name

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 27th day of June, 20 24, by Brook T. Smith
as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and
who is personally known to me or who has produced personally known
(Type of Identification) as identification.

NOTARY SEAL:



[Signature]

Notary Public

Susan Ritter

Print Name of Notary

Commission No. KYNP 46206 My Commission Expires: 03/4/2026

Earthwork, Road Construction, Storm Drainage, Misc. Items

DEVELOPER SIGNATURE FORM

FOR: Woodland Preserve Phase I-A
BOND NO. 800180722

WITNESSES OR CORPORATE SEAL:

Cam Lopez
Witness
Cameron Weinburger
Type or Print Name
[Signature]
Witness
Daniel Matos
Type or Print Name

KH Woodland Preserve LLC
Developer
BY: [Signature]
Signature
Howard Erbstein
Type or Print Name
manager
Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street
Postal Address
Delray Beach, FL 33444
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of July, 2024, by Howard Erbstein, as manager, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Angela B. Mercado
Comm.: HH 437574
Expires: Aug. 24, 2027
Notary Public - State of Florida

Angela B. Mercado
Notary Public

Angela B. Mercado
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, 20__.

MANATEE COUNTY

A political subdivision of the State of Florida
By: Board of County Commissioners

By: _____
County Administrator

Earthwork, Road Construction, Storm Drainage, Misc. Items

NOTARY ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 20____, by **Charlie Bishop** (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification

NOTARY SEAL:

Notary Public

Print Name of Notary



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

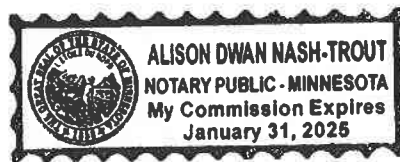
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of June, 2024

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 800180720**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KH Woodland Preserve, LLC as Principal, and Atlantic Specialty Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 277,822.74 (Numbers) Two Hundred Seventy Seven Thousand Eight Hundred Twenty Two dollars and 74/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Woodland Preserve Phase I-A (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Woodland Preserve Phase I-A
(Name of Project)

BOND NO. 800180720

SIGNED AND SEALED this 27th day of June, 20 24

Atlantic Specialty Insurance Company
Surety Company Name

By: [Signature]
Signature - As its Agent

Brook T. Smith, Attorney-in-Fact
Print Name & Title

605 Highway 169 North, Suite 800
Address

Plymouth, MN 55441
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of June, 20 24, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:



[Signature]

Notary Public

Susan Ritter
Print Name of Notary

Commission No. KYNP 46206 My Commission Expires: 03/4/2026

DEVELOPER SIGNATURE FORM

FOR: Woodland Preserve Phase I-A
BOND NO. 800180720

WITNESSES OR CORPORATE SEAL:

Cam Uy
Witness
Camaron Weinburger
Type or Print Name
David Martinez
Witness
Daniel Matarazzo
Type or Print Name

KH Woodland Preserve LLC
~~Developer~~
BY: Howard Erbsstein
Signature
Type or Print Name
Manager

Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street
Postal Address
Delray Beach, FL 33444
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 1 day of July, 2024, by Howard Erbsstein, as manager, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Angela B. Mercado
Comm. HH 437574
Expires: 24, 2027
Notary Public - State of Florida

Angela B. Mercado
Notary Public

Angela B. Mercado
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, 20__.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 20____, by **Charlie Bishop** (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification

NOTARY SEAL:

Notary Public

Print Name of Notary



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

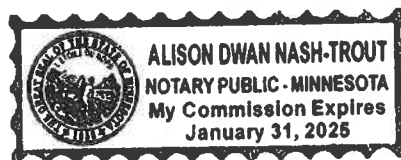
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of June, 2024

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Landscape/Irrigation
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 800180721**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KH Woodland Preserve, LLC as Principal, and Atlantic Specialty Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 329,654.00(Numbers) Three Hundred Twenty Nine Thousand Six Hundred Fifty Four dollars and 00/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Woodland Preserve Phase I-A (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

Landscape/Irrigation

FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Woodland Preserve Phase I-A

(Name of Project)

BOND NO. 800180721

SIGNED AND SEALED this 27th day of June, 20 24

Atlantic Specialty Insurance Company

Surety Company Name

By: [Signature]

Signature - As its Agent

Brook T. Smith, Attorney-in-Fact

Print Name & Title

605 Highway 169 North, Suite 800

Address

Plymouth,

MN

55441

City

State

Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of June, 20 24, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:



[Signature]

Notary Public

Susan Ritter

Print Name of Notary

Commission No. KYNP 46206 My Commission Expires: 03/4/2026

DEVELOPER SIGNATURE FORM

Landscape/Irrigation

FOR: Woodland Preserve Phase I-A

BOND NO. 800180721

WITNESSES OR CORPORATE SEAL:

Cameron Weinberger
Witness
Cameron Weinberger
Type or Print Name
[Signature]
Witness
Daniel Matarazzo
Type or Print Name

KH Woodland Preserve LLC
Developer
BY: [Signature]
Signature
Howard Erbstein
Type or Print Name
Manager
Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street
Postal Address
Delray Beach, FL 33444
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of July, 2024, by Howard Erbstein, as manager, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Angela B. Mercado
Comm.: HH 437574
Expires: Aug. 24, 2027
Notary Public - State of Florida

Angela B. Mercado
Notary Public
Angela B. Mercado
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, 20__.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
County Administrator

Landscape/Irrigation

NOTARY ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 20____, by **Charlie Bishop** (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification

NOTARY SEAL:

Notary Public

Print Name of Notary



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

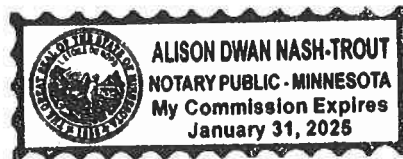
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of June, 2024

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Wetland Buffer Enhancement
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. 800180729**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, KH Woodland Preserve, LLC as Principal, and Atlantic Specialty Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$ 4,416.10 (Numbers) Four Thousand Four Hundred Sixteen dollars and 10/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Woodland Preserve Phase I-A (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Agreement for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

Wetland Buffer Enhancement

FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Woodland Preserve Phase I-A
(Name of Project)

BOND NO. 800180729

SIGNED AND SEALED this 8th day of July, 20 24

Atlantic Specialty Insurance Company
Surety Company Name

By: [Signature]

Signature - As its Agent

Brook T. Smith, Attorney-in-Fact

Print Name & Title

605 Highway 169 North, Suite 800

Address

Plymouth, MN 55441

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

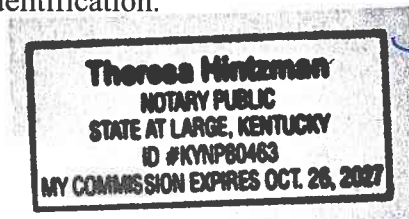
NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 8th day of July, 20 24, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:



Theresa Hintzman
Notary Public

Theresa Hintzman
Print Name of Notary

Commission No. KYNP80463 My Commission Expires: 10/26/2027

Wetland Buffer Enhancement

DEVELOPER SIGNATURE FORM

FOR: Woodland Preserve Phase I-A

BOND NO. 800180729

WITNESSES OR CORPORATE SEAL:

Am E. Fri
Witness
Cameron Weinberger
Type or Print Name
[Signature]
Witness
Daniel Matarazzo
Type or Print Name

KH Woodland Preserve LLC
Developer
BY: [Signature]
Signature
William Johnson
Type or Print Name
Manager
Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street
Postal Address
Delray Beach, FL 33444
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 9 day of July, 2024, by William Johnson, as manager, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Angela B. Mercado
Comm.: HH 437574
Expires: Aug. 24, 2027
Notary Public - State of Florida

Angela B. Mercado
Notary Public
Angela B. Mercado
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, 20__.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
County Administrator

Wetland Buffer Enhancement

NOTARY ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 20____, by **Charlie Bishop** (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification

NOTARY SEAL:

Notary Public

Print Name of Notary



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

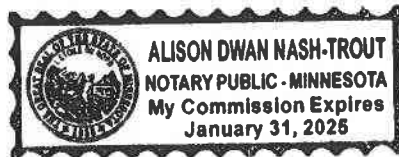
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of July, 2024

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary