



CITY OF TITUSVILLE

PLANNING AND ZONING COMMISSION

AGENDA

Regular Meeting

May 21, 2025 - 6:00 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

All persons who anticipate speaking on any Public Hearing item must fill out an Oath Card to be heard on that agenda item and sign the oath contained thereon. These cards are located on the table near the entrance to the Council Chamber or may be obtained from the Recording Secretary. This meeting will be conducted in accordance to the procedures adopted in Resolution #24-1997

Those speaking in favor of a request will be heard first, those opposed will be heard second, and those who wish to make a public comment on the item will speak third. The applicant may make a brief rebuttal if necessary. A representative from either side, for or against, may cross-examine a witness.

Anyone who speaks is considered a witness. If you have photographs, sketches, or documents that you desire for the Commission to consider, they must be submitted into evidence and will be retained by the City. Please submit such exhibits to the Recording Secretary.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. DETERMINATION OF A QUORUM

5. APPROVAL OF MINUTES

A. Minutes May 7, 2025

Approve minutes

6. QUASI-JUDICIAL CONFIRMATION PROCEDURES

7. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

8. OLD BUSINESS

9. NEW BUSINESS

A. Ordinance No. 21-2025 - Synthetic Turf

Conduct the public hearing of the synthetic turf ordinance and make a recommendation to City Council.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO PROVIDE STANDARDS REGULATING THE USE OF ARTIFICIAL TURF BY AMENDING SECTIONS 30-202 "STORMWATER MANAGEMENT PERMIT", 30-321 "PLANT MATERIALS", 30-323 "EXISTING VEGETATION", AND 37-1 "DEFINITIONS", AND CREATING SECTION 30-325 "ARTIFICIAL TURF"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE AND AN EFFECTIVE DATE.
This is a legislative item.

B. Conditional Use Permit (CUP) No.1-2025 - 5195 S Washington Ave

Staff recommend approval of CUP No. 1-2025 to allow a childcare facility at 5195 S Washington Ave consistent with the approved concept plan along with the following condition(s):

1. A photometric lighting plan shall be submitted demonstrating that exterior lighting is fully shielded and designed to prevent glare or spillover onto adjacent single-family residential properties.

C. Odyssey Ridge - Final Plat

10. PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

11. REPORTS

A. City Staff

B. City Attorney

C. Chairman

D. Members

12. ADJOURNMENT

Any person who decides to appeal any decision of the Planning and Zoning Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Minutes May 7, 2025**
Department/Office: Planning

Recommended Action:

Approve minutes

Summary Explanation & Background:

Minutes May 7, 2025

Alternatives:

Do not approve the minutes.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. 05.07.25 Minutes Draft P&Z

The Planning and Zoning Commission (P&Z) of the City of Titusville, Florida met in regular session in City Hall Council Chamber located at 555 South Washington Avenue on Wednesday May 7, 2025 at 6:00 p.m.

XXX

Chairman Dan Aton called the meeting to order at 6:00 p.m. Present were Vice Chairman Christopher Childs, Secretary Romie Grant, Member John Scully, Member Janay Gelin, Member Erron Fayson and Member Theodore Garrod. Alternate Member John Rogers and Alternate Member Michael Fendler were absent. Also, in attendance were Principal Planner Eddy Galindo, Assistant City Attorney Chelsea Farrell and Recording Secretary Laurie Dargie.

XXX

Vice Chairman Childs made a motion to approve the minutes from the April 16, 2025 meeting as presented. Member Gelin seconded. There was a unanimous voice vote in favor.

XXX

Quasi-Judicial Confirmation Procedures

XXX

Petitions and Requests from the Public Present

None

XXX

Old Business

None

XXX

New Business

Expediated Residential Building Permits in Subdivisions Ordinance No. 14-2025

Principal Planner Eddy Galindo gave an overview of this item.

The Planning & Zoning Commission had discussion.

Member Garrod asked that staff review Section 34-144 of the Ordinance for potential strike through of the words “sketch” and “preliminary”.

XXX

Vice Chairman Childs made a motion to recommend approval of the Expediated Residential Building Permits in Subdivisions Ordinance No. 14-2025 as presented. Secretary Grant seconded.

Roll call was as follows:

Member Garrod	Yes
Member Scully	Yes
Vice Chairman Childs	Yes
Member Gelin	Yes
Secretary Grant	Yes
Member Fayson	Yes
Chairman Aton	Yes

Motion passed.

XXX

Sidewalk Waiver Ordinance

Principal Planner Eddy Galindo gave an overview of this item.

The Planning & Zoning Commission had discussion.

XXX

Member Garrod made a motion to recommend approval of the Sidewalk Waiver Ordinance as presented. Member Fayson seconded.

Roll call was as follows:

Secretary Grant	Yes
Member Fayson	Yes
Vice Chairman Childs	Yes
Member Scully	Yes
Member Garrod	Yes
Member Gelin	Yes
Chairman Aton	Yes

Motion passed.

XXX

Petitions & Requests from the Public Present

None

XXX

Reports

Principal Planner Eddy Galindo informed the Planning and Zoning Commission members that on June 4, 2025 at 5:00pm there will be a public workshop to discuss and get feedback on the City of Titusville's Evaluation Appraisal Report (EAR).

Chairman Aton said he will be unable to attend the May 21, 2025 Planning and Zoning Commission meeting.

XXX

Adjournment 6:48pm

DRAFT

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Ordinance No. 21-2025 - Synthetic Turf**
Department/Office: Community Development

Recommended Action:

Conduct the public hearing of the synthetic turf ordinance and make a recommendation to City Council.

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO PROVIDE STANDARDS REGULATING THE USE OF ARTIFICIAL TURF BY AMENDING SECTIONS 30-202 "STORMWATER MANAGEMENT PERMIT", 30-321 "PLANT MATERIALS", 30-323 "EXISTING VEGETATION", AND 37-1 "DEFINITIONS", AND CREATING SECTION 30-325 "ARTIFICIAL TURF"; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE AND AN EFFECTIVE DATE. This is a legislative item.

Summary Explanation & Background:

On August 27, 2024, the Council approved advisability directing staff to evaluate the use of synthetic or artificial turf in lawns and to propose an amendment to the *Land Development Regulations*, where applicable and provide clarity on the existing code regulation.

The TEC recommended prohibiting synthetic vegetation using the following language in Section 30-321(f):

"Synthetic plants prohibited: Synthetic or artificial material in the form of trees, shrubs, ground, vines or ground covers (including artificial turf) are prohibited in landscaping and yards."

Florida House Bill 683 was approved by the Legislature. The bill requires the Department of Environmental Protection (DEP) to adopt minimum standards for the installation of synthetic turf on single-family residential areas that are one (1) acre or less in size. The standards must consider material type, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other

vegetation, and other factors impacting environmental conditions of adjacent properties. Upon DEP's adoption of a rule containing these standards, the bill prohibits local governments from adopting or enforcing any ordinance, resolution, order, rule, or policy that prohibits, or is used to prohibit, a property owner from installing synthetic turf on his or her land if the turf complies with the standards adopted by DEP. The bill also prohibits a local government from adopting or enforcing any ordinance, resolution, order, rule, or policy that regulates synthetic turf that is inconsistent with the standards adopted by DEP. The bill defines "synthetic turf" to mean "a manufactured product that resembles natural grass and is used as a surface for landscaping and recreational areas." The bill requires the Department of Environmental Protection to adopt rules to implement the prohibitions on local government synthetic turf regulations.

Since the DEP rule making process may take some time, the staff recommends adopting the ordinance. The ordinance can be amended in the future to align with the new DEP rules.

Alternatives:

1. Recommend approval of the ordinance.
2. Recommend approval of the ordinance with changes.
3. Do not recommend approval of the ordinance.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Artificial Turf Ordinance Ver18
2. Vegetation standards
3. Variance history
4. House Bill Analysis
5. House Bill

ORDINANCE NO. X-2025

AN ORDINANCE OF THE CITY OF TITUSVILLE, FLORIDA AMENDING THE CODE OF ORDINANCES TO PROVIDE STANDARDS REGULATING THE USE OF ARTIFICIAL TURF BY AMENDING SECTIONS 30-202 “STORMWATER MANAGEMENT PERMIT”, 30-321 “PLANT MATERIALS”, 30-323 “EXISTING VEGETATION”, AND 37-1 “DEFINITIONS”, AND CREATING SECTION 30-325 “ARTIFICIAL TURF”; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, INCORPORATION INTO THE CODE AND AN EFFECTIVE DATE.

WHEREAS, Artificial vegetation, such as artificial grass, negatively impacts the environment due to its non-biodegradable plastic composition, which contributes to landfill waste, microplastic pollution, and harmful chemical releases during manufacturing and disposal; additionally, the production process itself is energy-intensive, generating significant greenhouse gas emissions while displacing natural vegetation that absorbs carbon dioxide.

WHEREAS, Artificial surfaces replace natural vegetation, reducing habitat for insects and other wildlife as well as hindering water infiltration into the soil negatively affecting groundwater supplies and disrupting soil ecosystems.

WHEREAS, According to the University of Plymouth, Plymouth United Kingdom artificial grass has the following negative impacts:

- does not provide any food for living creatures. It restricts access to the soil beneath for burrowing insects and to the ground above for soil dwellers such as worms.
- restricts access to natural materials like leaf litter and grass clippings – essential for feeding soil organisms like worms and microscopic animals and keeping the soil healthy.
- reaches significantly greater temperatures than those reached by natural grass under the same weather conditions. Plastic lawns can overheat in hot weather making them unusable.
- Artificial grass can contribute to global warming by absorbing significantly more radiation than living grass and, to a lesser extent, by displacing living plants that could remove carbon dioxide through photosynthesis.
- Reduces the amount of rainfall entering the soil negatively affecting soil health and groundwater supplies. Additional stormwater runoff is also created, increasing the potential for flooding and negative impacts to receiving water bodies

WHEREAS, the City Council has become aware of the increased use of artificial turf based upon variances granted by the Board of Adjustments and Appeals; and

WHEREAS, the City Council desires to provide guidelines for the use of artificial turf within the City.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA as follows:

SECTION 1: Recitals. The foregoing recitals are deemed true and correct and are hereby adopted and incorporated herein by this reference.

SECTION 2: That Chapter 30 “Development Standards”, Article III “Improvements”, Division 6 “Stormwater Management and Aquifer Protection”, Subdivision 1 “Stormwater Management and Erosion Control”, Section 30-202 “Stormwater management permit” of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

Sec. 30-202. Stormwater management permit.

- (a) The following activities alter or disrupt existing stormwater runoff patterns or affect aquifer recharge areas and will require a permit prior to the initiation of any project except as exempted in Section 30-203.
- (1) Filling, clearing and/or drainage of land as an adjunct to construction.
 - (2) Clearing, filling and/or draining of nonagricultural land for agricultural purposes.
 - (3) Converting agricultural lands to nonagricultural uses.
 - (4) Subdividing land.
 - (5) Replatting recorded subdivisions and the development of recorded and unrecorded subdivisions.
 - (6) Changing the use of land and/or the construction of a structure including the construction of parking areas or impervious surfaces or a change in the size of one (1) or more structures.
 - (7) Altering the shoreline or bank of any surface water body.
 - (8) Altering of any ditches, dikes, terraces, berms, swales, or other water management facility.
 - (9) Removal of earth or moving of earth on a parcel. For all activities that require a permit.
 - (10) Construction or size modification of a structure including parking areas or impervious surfaces, including artificial turf.
 - (11) Site and subdivision development requiring City approval of all new construction including buildings, parking, new impervious area accessory structures.
- (b) Site and subdivision development requiring city approval all new construction including buildings, parking, new impervious areas s (including artificial turf), accessory structures, etc.

SECTION 3: That Chapter 30 “Development Standards”, Article III “Improvements”, Division 10 “Landscaping”, Subdivision 2 “Landscape Materials”, Section 30-321 “Plant Materials” of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

Sec. 30-321. Plant materials.

- (a) *Quality:* Plant material used in conformance with the provisions of this article shall be good, healthy and sturdy plants. All plant material shall be Florida #1 grade or better. Plant materials which are known to be intolerant of paving environments or whose physical characteristics may be injurious to the public or which produce a quantity and/or quality of debris so as to present maintenance difficulties shall not be specified for use under this article.
- (b) *Native vegetation:* The applicant is encouraged to utilize plant material native to Brevard County in meeting these landscaping requirements. The existing vegetation that is native to Brevard County with the exception of that listed in Section 30-4(d) shall be preserved and utilized except when removal is justified and determined to be acceptable by the enforcement official (see Landscape Technical Manual).
- (c) *Ground cover:* Ground covers, other than grass, shall be planted in such a manner so as to present a finished appearance and reasonably complete coverage within six (6) months after planting (see Landscape Technical Manual).
- (d) *Lawn grass:* Grass areas shall be planted in species normally grown as permanent lawns in Brevard County. Seeding and sprigging may be used if grass cover is complete within six (6) months, or sodding will be required (see Landscape Technical Manual).
- (e) *Hedges:* Hedges, where required, shall be planted in sufficient number and maintained so as to form a continuous, unbroken, solid screen within a maximum of six (6) months after time of planting (see Landscape Technical Manual).
- (f) *Synthetic plants prohibited:* Synthetic or artificial material in the form of trees, shrubs, ground covers, ~~or vines~~ are prohibited in landscaping and yards. ~~or a~~ Artificial turf shall not be used in lieu of the plant requirements in this section. Synthetic or artificial turf may only be used on developed single family lots. Synthetic or artificial turf may be placed in side or rear yards of developed single family lots when concealed from view from the adjacent right-of-way and consistent with the requirements of Section 30-325 “Artificial Turf”.
- (g) *[Overstory trees:]* Overstory trees shall be species having an average mature spread of crown of greater than twenty (20) feet and reach a mature height of at least sixty (60) feet, and having a trunk which can be maintained in a clean condition with over five (5) feet of clear wood (no branches). Trees, including palms, having an average mature spread of crown less than twenty (20) feet may be arranged in groupings so as to create the equivalent of twenty-foot crown spread and shall count as one (1) required tree. Invasives shall not be used to fulfill the requirements of this article (see Landscape Technical Manual).

- (h) *Caliper*: Plant materials required by this section shall comply with the minimum size requirements of Table 30-5, Minimum landscape planting specifications at the time of installation. Plant height shall be measured from the average grade level of the immediate planting area to the top horizontal plane of the shrub at planting; for single-trunk trees, the measurement shall be taken six (6) inches above grade level; for multitrunk trees, the tree shall be measured from the average grade level of the immediate planting area.
- (i) *Planting areas and shrubs*: Planting areas shall consist of permeable surface areas only. The permeable surface areas for shrubs may be included with permeable surface areas required for trees.
- (j) *Pavement edges*: Each overstory, coniferous, understory [tree] or shrub shall be planted at least twelve (12) inches from the edge of any paved surface.
- (k) *Irrigation*: Irrigation must be indicated on the landscape plan. Any landscape area must be shown by water tolerant usage area.

SECTION 4: That Chapter 30 “Development Standards”, Article III “Improvements”, Division 10 “Landscaping”, Subdivision 2 “Landscape Materials”, Section 30-323 “Existing vegetation” of the Code of Ordinances of the City of Titusville is hereby amended to read as follows:

Sec. 30-323. Existing vegetation.

All open areas of any site not occupied by building, parking, storage, or required landscape plant materials shall be retained as a natural vegetated area or (sodded) grass or ground cover, except for artificial turf installed on developed single family lots consistent with the requirements of Section 30-325 “Artificial Turf”. The developer shall make a good faith effort to incorporate existing vegetation in the landscaping throughout the property.

SECTION 5: That Chapter 37 “Definitions”, Section 37-1 “Definitions” of the Code of Ordinances of the City of Titusville is hereby amended to add a new definition which reads as follows:

Artificial turf (also known as Synthetic turf or grass): A surface that closely replicates the look and feel of natural grass. Synthetic turf includes fibers consisting of green life-like individual blades that emulate natural turf or turfgrass in color, texture and size. Synthetic turf is a type of landscaping that eliminates the potentially unpredictable growth of natural grass.

SECTION 6: That the Code of Ordinances, City of Titusville is hereby amended by adding a section, to be numbered Section 30-325 “Artificial Turf”, which said section reads as follows:

Sec. 30-325. Artificial Turf.

- (a).Artificial turf shall not be used in lieu of the plant requirements of this Article.
- (b).Artificial turf is prohibited in any public right-of-way.

- (c). Artificial turf shall be limited to use on developed single family lots.
- (d). Artificial turf shall be installed to have a minimum permeability of thirty (30) inches per hour per square yard. Artificial turf that does not meet the permeability minimum shall be considered 100% impervious area and required to receive a stormwater management permit consistent with Sec. 30-202 "Stormwater management permit."
- (e). Artificial turf shall have a minimum 15-year manufacturer's warranty that protects against color fading and decrease in pile height.
- (f). Artificial turf shall be lead-free.
- (g). Artificial turf shall come with "total content leach protocol" (TCLP) test documentation declaring that the yarn and backing material are disposable under normal conditions at any U.S. landfill station.
- (h). Infill materials for artificial turf must be organic or sand, with a non-toxic coating.
- (i). The use of "indoor/outdoor" carpeting as a replacement or substitute for artificial turf is strictly prohibited.
- (j). Any deviation from these minimum standards must be approved as a variance by the Board of Adjustments and Appeals. No variance may be granted for use within the shoreline protection buffers as established in Section 30-63, Shoreline Protection Setbacks.
- (k). Installation shall be, at a minimum, in accordance with manufacturer's specifications.
- (l). Artificial turf shall be anchored in order to withstand the effects of wind.
- (m). Seams shall be nailed and glued (not sewn) and all edges shall be trimmed to fit against all regular and irregular edges in order to present a natural look.
- (n). Sufficient drainage shall be provided in order to prevent excess runoff or pooling of water.
- (o). Artificial turf shall be maintained in a "like new" condition free of weathering and fading. Artificial turf areas shall be kept free of dirt, debris, stains, and weeds. Tears, holes, ruts, depressions and the like shall be repaired immediately with like for like materials, from the same manufacturer if possible. Edges shall be properly anchored and shall not present a "loose" appearance.
- (p). Artificial turf installed in compliance with this code shall NOT count toward the required minimum landscape area.
- (q). Artificial turf that is proposed with a building permit shall be inspected for consistency with this Section. Artificial turf that is not proposed with a building permit shall not require a permit provided the materials, placement and installation are consistent with this Section.

SECTION 7. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances, and all resolutions and parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. INCORPORATION INTO THE CODE. This ordinance shall be incorporated into the City of Titusville Code of Ordinances and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing: Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the Code may be made.

SECTION 10. EFFECTIVE DATE. This Ordinance shall become in full force and effect upon adoption by the City Council in accordance with the Charter of the City of Titusville, Florida.

PASSED AND ADOPTED, this ____th day of _____, 2025.

Andrew Connors, Mayor

ATTEST:

Wanda F. Wells, City Clerk

Synthetic/artificial vegetation

City/County	Permitted	Standards address	Location allowed
Manatee, Hernando, Leon and Brevard Counties	Prohibited in required landscaping	No standards	Not stated
City of Sebastian	Prohibited in required landscaping	No standards	Not stated
City of Fort Walton Beach	Prohibited outdoors	N/A	N/A
City of Ocean Ridge	Yes	Maintenance, appearance, warranty, materials, and installation	Rear and side yards only
Village of Tequesta	Yes	Size, Maintenance, appearance, warranty, materials, and installation	Front, side and rear
Brevard Cities	Synthetic/artificial vegetation is not mentioned in local city codes		

Application Number	Hearing Date	Outcome	Condition	Location	Code Enforcement?
VAR# 14-2023	7/26/2023	Approved		Rear yard	Yes
VAR# 3-2024	3/27/2024	Approved w/ Conditions	Fence remains as long as turf is in place & Turf is not permitted to extend to the side yards which can be seen from the street	Side and rear yard	Yes
VAR# 5-2024	3/27/2024	Approved w/ Condition	Fence remains as long as turf is in place	Rear yard	Yes
VAR# 9-2024	6/26/2024	Approved w/ Condition	Applicant to provide specifications showing the turf meets the City's permeability requirements	Front and rear yard	Yes
VAR# 10-2024	6/26/2024	Approved w/ Condition	Applicant to provide specifications showing the turf meets the City's permeability requirements	Front and rear yard	Yes
VAR# 24-2024	12/5/2024	Denied		Rear yard	No - Turf had not been installed. Applicant was seeking to place turf around proposed pool after reaching impervious coverage maximum.
VAR# 3-2025	3/26/2025	Denied		Front and rear yard	Yes
VAR# 4-2025	3/26/2025	Withdrawn		Front and rear yard	Yes
VAR# 5-2025	3/26/2025	Withdrawn		Front and rear yard	Yes
VAR# 6-2025	3/26/2025	Withdrawn		Front, sides, and rear yard	Yes
VAR# 8-2025	3/26/2025	Withdrawn		Along private ROW	Yes
VAR# 10-2025	4/23/2025	Tabled to May 2025		Front, sides, and rear yard	Yes
VAR# 11-2025	4/23/2025	Tabled to May 2025		Front, sides, and rear yard	Yes

FLORIDA HOUSE OF REPRESENTATIVES

BILL ANALYSIS

This bill analysis was prepared by nonpartisan committee staff and does not constitute an official statement of legislative intent.

BILL #: [CS/CS/CS/HB 683](#)

TITLE: Construction Regulations

SPONSOR(S): Griffiths

COMPANION BILL: [CS/SB 712](#) (Grall)

LINKED BILLS: None

RELATED BILLS: None

Committee References

[Industries & Professional
Activities](#)

16 Y, 1 N, As CS



[Intergovernmental Affairs](#)

15 Y, 0 N, As CS



[Commerce](#)

25 Y, 0 N, As CS

SUMMARY

Effect of the Bill:

The bill:

- Requires the Department of Environmental Protection to adopt standards for installing synthetic turf on residential areas and prohibits local governments from adopting rules inconsistent with such standards.
- Requires local governments to approve or deny change orders from their contractors within 35 days.
- Prohibits the state and political subdivisions from penalizing or rewarding certain construction bidders.
- Provides that a private provider may use software to review certain building plans.
- Reduces the time-period for a building department to review certain building permit applications.
- Clarifies and expands the scope of work for swimming pool/spa contractors.
- Provides that licensed general and building contractors do not have to subcontract certain work.
- Revises the scope of certification for certified alarm system contractors.
- Specifies that only one interior support rail in an elevator must be continuous and at least 42 inches long.
- Exempts certain structures related to space launch from the Florida Building Code.
- Prohibits local building departments from requiring copies of contracts and associated documents in order to apply for or receive a building permit.

Fiscal or Economic Impact:

The bill's requirement that local governments process change orders within 30 days may lead to a decrease in construction time. The prohibition on local governments from requiring contracts and associated documents as a condition to apply for a building permit may have a positive impact by protecting certain proprietary information.

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ANALYSIS

EFFECT OF THE BILL:

Synthetic Turf Regulation

The bill requires the Department of Environmental Protection (DEP) to adopt minimum standards for the installation of synthetic turf on single-family residential areas that are one (1) acre or less in size. The standards must consider material type, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other vegetation, and other factors impacting environmental conditions of adjacent properties. (Section [1](#))

Upon DEP's adoption of a rule containing these standards, the bill [prohibits local governments](#) from adopting or enforcing any [ordinance, resolution, order, rule, or policy](#) that **prohibits, or is used to prohibit**, a property owner from installing synthetic turf on his or her land if the turf complies with the standards adopted by DEP. (Section [1](#))

STORAGE NAME: h0683e.COM

DATE: 4/17/2025

The bill also prohibits a local government from adopting or enforcing any ordinance, resolution, order, rule, or policy that **regulates** synthetic turf that is inconsistent with the standards adopted by DEP. (Section [1](#))

The bill defines “[synthetic turf](#)” to mean “a manufactured product that resembles natural grass and is used as a surface for landscaping and recreational areas.” (Section [1](#))

The bill requires the Department of Environmental Protection to adopt rules to implement the prohibitions on local government synthetic turf regulations. (Section [1](#))

[Prompt Payment for Local Governments](#)

The bill provides that if a [local government entity](#) receives a price quote for a [change order](#) from its contractor, which meets all statutory and contractual requirements, the local government must provide written notice to the contractor approving or denying the price quote within 35 days. (Section [2](#))

If a local government denies the price quote, the written notice must specify the alleged deficiencies in the quote and list the actions necessary to remedy the deficiencies. If a local government fails to provide such information in the written denial notice then the change order and price quote are deemed approved and the local government must pay the contractor the amount stated in the price quote upon the completion of the change order. (Section [2](#))

A contract between a local government and a contractor may not alter these provisions. (Section [2](#))

[Public Works Projects](#)

The bill provides that the state or any political subdivision, which contracts for public works, may not penalize a bidder for performing a larger volume of construction work for the state or political subdivision, or reward a bidder for performing a smaller volume of construction work for the state or political subdivision. (Section [3](#))

[Elevator Regulation](#)

The bill specifies that only one interior support rail in an elevator must be continuous and at least 42 inches long, instead of requiring all interior support rails in an elevator to meet these requirements. (Section [4](#))

Interior support rails will still have to meet the other current law requirements for support rails regardless if they are 42 inches long and continuous.

[Swimming Pool/Spa Contractors](#)

The bill expands the scope of work for all swimming pool/spa contractors to include the installation of lighting, light transformers, and the connection, replacement, disconnection, or reconnection of power wiring on the load side of the dedicated existing electrical circuit disconnect for swimming pools, spas, hot tubs, or interactive water feature equipment. However, swimming pool/spa service contractors may only repair or replace lighting and light transformers, and they may not install such items. (Section [5](#))

The bill expands the scope of work for residential swimming pool/spa contractors by allowing them to perform work on an existing commercial swimming pool, spa, hot tub, or public bathing place. (Section [5](#))

The bill expands the scope of work for swimming pool/spa service contractors to include the renovation or remodeling of a swimming pool, hot tub, spa, interactive water feature, decorative water feature, public bathing place, or swimming pool or spa appurtenance. (Section [5](#))

[Licensed General and Building Contractors](#)

The bill provides that licensed building contractors are not required to subcontract structural work on a swimming pool to a licensed swimming pool/spa contractor. (Section [6](#))

The bill provides that licensed general and building contractors are not required to subcontract work on a pool's wet deck area to a licensed swimming pool/spa contractor.¹ (Section [6](#))

[Alarm System Contractors](#)

The bill revises the scope of certification for certified alarm system contractors to include surveillance cameras and the recently-adopted Article 722 of the National Electrical Code, concerning cables for power-limited circuits and fault-managed power circuits. (Section [7](#))

[Florida Building Code](#)

The bill provides an exemption from the provisions of the Florida Building Code for any system or equipment located on the property of a spaceport which is used for space launch vehicles, payloads, or spacecraft. (Section [8](#))

[Building Permits](#)

The bill provides that a local government may not require a copy of a contract between a builder and an owner or any associated documents, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, as a requirement to apply for or receive a building permit. (Section [9](#))

[Private Providers](#)

The bill revises the definition of "single-trade inspection" to include plans review. The bill explicitly includes solar energy and energy storage installations or alterations as an applicable single construction trade. (Section [10](#))

The bill allows the use of a private provider for the inspection of work related to a single-trade inspection of a single-family or two-family dwelling after work on the project has commenced, regardless if the local building official is able to provide inspection services within a timely manner. (Section [10](#))

The bill provides that a private provider may use an automated or software plans review program to determine if single-trade plans comply with the applicable building codes. The software must be designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. The bill revises the required contents of a permit application to include the information reviewed by such software. (Section [10](#))

The bill reduces the time period for a local building department to review a building permit for applications reviewed by private providers and related to a single-trade plans review for a single-family or two-family dwelling from 20 business days to five business days. (Section [10](#)).

The bill provides an effective date of July 1, 2025. (Section [12](#))

RULEMAKING:

This bill requires the Department of Environmental Protection to adopt rules to establish the minimum standards for the installation of synthetic turf on single-family residential properties that are one acre or less in size.

¹ The bill defines "pool wet deck area" as the 4-foot-wide unobstructed pool deck area around the outside of the pool water perimeter, curb, ladders, handrails, diving boards, diving towers, pool slides, waterfalls, water features, starting blocks, planters, or lifeguard chairs

Lawmaking is a legislative power; however, the Legislature may delegate a portion of such power to executive branch agencies to create rules that have the force of law. To exercise this delegated power, an agency must have a grant of rulemaking authority and a law to implement.

RELEVANT INFORMATION

SUBJECT OVERVIEW:

[Synthetic Turf](#)

Synthetic turf, also known as “artificial grass” is a surface that closely replicates the look and feel of natural grass. Synthetic turf is a type of landscaping that eliminates the potentially unpredictable growth of natural grass.²

Current law prohibits homeowners’ associations from restricting property owners or their tenants from installing, displaying, or storing synthetic turf that is not visible from the parcel’s frontage or an adjacent parcel.³ However, there is no law restricting local governments from regulating synthetic turf.

[Home Rule Authority](#)

The Florida Constitution grants local governments broad home rule authority. Non-charter county governments may exercise those powers of self-government that are provided by general or special law.⁴ Counties operating under a county charter have all powers of self-government not inconsistent with general law or special law approved by the vote of the electors.⁵ Municipalities have governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform municipal functions and provide municipal services, and exercise any power for municipal purposes except when expressly prohibited by law.⁶

[Preemption](#)

Preemption refers to principle that a federal or state statute can supersede or supplant state or local law that stands as an obstacle to accomplishing the full purposes and objectives of the overriding federal or state law.⁷ Florida law recognizes two types of preemption: express and implied. Express preemption requires a specific legislative statement; it cannot be implied or inferred.⁸ To expressly preempt a subject area, the Legislature must use clear statutory language stating its intention to do so.⁹ Implied preemption occurs when the Legislature has demonstrated an intent to preempt an area, though not expressly. Florida courts find implied preemption when “the legislative scheme is so pervasive as to evidence an intent to preempt the particular area, and where strong public policy reasons exist for finding such an area to be preempted by the Legislature.”¹⁰

Where state preemption applies, a local government may not exercise authority in that area.¹¹ Whether a local government ordinance or other measure violates preemption is ultimately decided by a court. If a local government improperly enacts an ordinance or other measure on a matter preempted to the state, a person may challenge the ordinance by filing a lawsuit. A court ruling against the local government may declare the preempted ordinance void.¹²

² Kevin Sullivan, Artificial Turf 101: A Comprehensive Guide to Synthetic Grass, Turf Network Directory & Information Hub <https://turfnetwork.org/artificial-turf-101/> (last visited March 8, 2025).

³ S. 720.3045, F.S.

⁴ Art. VIII, s. 1(f), Fla. Const.

⁵ Art. VIII, s. 1(g), Fla. Const.

⁶ Art. VIII, s. 2(b); see also s. 166.021(1), F.S.

⁷ Preemption Definition, Black’s Law Dictionary (12th ed. 2024).

⁸ See *City of Hollywood v. Mulligan*, 934 So. 2d 1238, 1243 (Fla. 2006); *Phantom of Clearwater, Inc. v. Pinellas County*, 894 So. 2d 1011, 1018 (Fla. 2d DCA 2005).

⁹ *Mulligan*, 934 So. 2d at 1243.

¹⁰ *Tallahassee Mem. Reg. Med. Ctr., Inc. v. Tallahassee Med. Ctr., Inc.*, 681 So. 2d 826, 831 (Fla. 1st DCA 1996).

¹¹ *D’Agostino v. City of Miami*, 220 So. 3d 410 (Fla. 2017); Judge James R. Wolf and Sarah Harley Bolinder, [The Effectiveness of Home Rule: A Preemptions and Conflict Analysis](#), 83 Fla. B.J. 92 (June 2009).

¹² See, e.g., *Nat’l Rifle Ass’n of Am., Inc. v. City of S. Miami*, 812 So. 2d 504 (Fla. 3d DCA 2002).

[Prompt Payment Act for Local Governments](#)

Chapter 218, part VII, F.S., is known as the “Local Government Prompt Payment Act” (“Act”). The purpose of the Act is to provide for prompt payments by local governments, apply interest on late payments made by local governments, and establish a dispute resolution process for contested payments.¹³

The Act defines “[local government entity](#),” as a county or municipal government, school board, school district, authority, special taxing district, other political subdivision, or any office, board, bureau, commission, department, branch, division, or institution thereof.¹⁴

Current law provides that when a local government entity enters into a contract for construction services¹⁵ with a contractor,¹⁶ the local government entity must identify the agent,¹⁷ employee, facility, or office who is to receive the contractor’s payment request or invoices.¹⁸ Every local government entity must establish procedures so that every payment request or invoice received by the local government entity is marked as received on the date on which it is delivered to an agent or employee of the local government entity, or a facility or office of the local governmental entity.¹⁹

When a contractor submits a payment request or invoice, the local government entity must make the payment within:²⁰

- 25 business days after the date on which the payment request or invoice is stamped, if an agent must approve the invoice before it is submitted to the entity for payment; or
- 20 business days after the date the payment request or invoice is stamped, if an agent is not required to approve the invoice.

[Change Order](#)

A “change order” is an amendment to a construction contract that changes the contractor’s scope of work. Most change orders modify the work required by the contract or adjust the amount of time the contractor has to complete the work, or both.²¹

[Public Works Projects](#)

A “public works project” is an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision.²²

The term does not include the provision of goods, services, or work incidental to the public works project, such as the provision of security services, janitorial services, landscaping services, maintenance services, transportation

¹³ S. [218.71, F.S.](#)

¹⁴ S. [218.72\(5\), F.S.](#)

¹⁵ “Construction services” is defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property. S. [218.72\(2\), F.S.](#)

¹⁶ “Contractor” means the person who contracts directly with a local government entity to provide construction services.” S. [218.72\(3\), F.S.](#)

¹⁷ “Agent” means the project architect, project engineer, or other agency or person acting on behalf of the local governmental entity. S. [218.72\(1\), F.S.](#)

¹⁸ S. [218.735\(1\), F.S.](#)

¹⁹ S. [218.74\(1\), F.S.](#)

²⁰ S. [218.735\(1\), F.S.](#)

²¹ Luke J. Farley, Sr., Construction 101: The Basics of Change Orders, American Bar Association (October 8, 2018) https://www.americanbar.org/groups/construction_industry/publications/under_construction/2018/fall/construction-101/ (last visited March 8, 2025).

²² S. [255.0992\(1\), F.S.](#)

services, or other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.²³

A “[political subdivision](#)” is a separate agency or unit of local government created or established by law or ordinance and the officers thereof.²⁴ This includes, but is not limited to, a county a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair, or improvement of public works.²⁵

Except as required by federal or state law, the state or any political subdivision that contracts for a public works project **may not**:²⁶

- Prevent a licensed contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier;
- Require a contractor, subcontractor, or material supplier or carrier engaged in the project to:
 - Pay employees a predetermined amount of wages or prescribe any wage rate;
 - Provide employees a specified type, amount, or rate of employee benefits;
 - Control, limit, or expand staffing; or
 - Recruit, train, or hire employees from a designated, restricted, or single source.
- Prohibit any contractor, subcontractor, or material supplier or carrier from receiving information about public works opportunities or submitting a bid on the project if such individual is able to perform the work described and is qualified and licensed as required by state law, unless that vendor has been placed on the state’s convicted vendor or discriminatory vendor lists.

[Elevator Regulation](#)

The Elevator Safety Act, located in ch. 399, F.S., establishes the minimum standards for elevator personnel in order “to provide for the safety of life and limb and to promote public safety awareness”.²⁷

The Division of Hotels and Restaurants (Division) within the Department of Business and Professional Regulation has both rulemaking and enforcement authority under ch. 399, F.S. The Division is also responsible for issuing elevator permits and certificates of operation for companies or individuals to install, service or inspect elevators.²⁸

The Elevator Safety Act prohibits an elevator from being “erected, constructed, installed or altered” until a permit is issued from the Division. The Act further requires each elevator to have a certificate of operation from the Division before being operated.²⁹

The Elevator Safety Act requires every elevator, except elevators in private residences, to have at least one support rail to assist persons with physical handicaps.³⁰

Support rails must be continuous and have a minimum length of 42 inches. Support rails must also be:³¹

- Smooth and have no sharp edges;
- Not more than 1.5 inches thick or 2.5 inches in diameter;
- Between 31-33 inches off the ground; and
- 1.5 inches from the elevator’s wall.

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ S. [255.0992\(2\), F.S.](#)

²⁷ S. [399.001, F.S.](#)

²⁸ S. [399.10, F.S.](#)

²⁹ S. [399.03\(1\) and \(5\), F.S.](#)

³⁰ Ss. [399.02](#), and [399.035, F.S.](#)

³¹ S. [399.035, F.S.](#)

Currently, the Americans with Disabilities Act (ADA) does not require handrails in elevators. If handrails are provided in an elevator, they are not required to comply with the ADA's requirements for handrails.³²

Licensed Contractors

Construction contractors are either certified or registered by the Construction Industry Licensing Board (CILB) housed within Department of Business and Professional Regulation. The CILB is responsible for licensing statewide construction contractors and regulating the construction industry in Florida under part I of Ch. 489, F.S.³³

Swimming Pool/Spa Contractors

Currently there are three types of swimming pool/spa contractors:

- Commercial pool/spa contractor.
- Residential pool/spa contractor.
- Swimming pool/spa servicing contractor.

"Commercial pool/spa contractors" are individuals who are certified or registered to construct, repair, and service any public or private swimming pool, hot tub, or spa including:³⁴

- Installing, repairing, or replacing existing equipment;
- Cleaning or sanitizing equipment that requires at least a partial disassembling, excluding filter changes;
- Installing new interior finishes, package pool heaters, and perimeter piping and filter piping;
- Constructing equipment rooms or housing for pool/spa equipment; and
- The scope of work of a swimming pool/spa servicing contractor.

"Residential pool/spa contractors" are individuals who are certified or registered to construct repair, and service any residential swimming pool, hot tub, or spa. The scope of work is identical to the scope of work for commercial pool/spa contractors; however, residential pool/spa contractors **may only** work on residential swimming pools, hot tubs, and spas.³⁵

"Swimming pool/spa servicing contractors" are individuals who are certified or registered to repair and service any public or private swimming pool, hot tub, or spa including:³⁶

- Repairing or replacing existing equipment;
- Cleaning or equipment sanitizing that requires at least a partial disassembling, excluding filter changes;
- Installing new pool/spa equipment and interior refinishing;
- Reinstalling or adding pool heaters;
- Repairing or replacing perimeter piping and filter piping;
- Repairing equipment rooms or housing for pool/spa equipment; and
- Substantially or completely draining a swimming pool, or hot tub or spa, for the purpose of repair or renovation.

Licensed General and Building Contractors

A general contractor is a person who may contract for and perform any type of construction service unless the work must be subcontracted to a licensed subcontractor.³⁷

³² U.S. Access Board, *Guide to the ADA Accessibility Standards*, <https://www.access-board.gov/ada/guides/chapter-4-elevators-and-platform-lifts/#are-handrails-required-in-elevator-cars> (last visited March 21, 2025).

³³ S. 489.107, F.S.

³⁴ S. 489.105(3)(j), F.S.

³⁵ S. 489.105(3)(k), F.S.

³⁶ S. 489.105(3)(l), F.S.

³⁷ Ss. 489.105, and 489.113, F.S.

A building contractor is a person who may contract for and perform construction services for commercial and residential buildings not exceeding three stories in height, or for any size building if the construction does not affect the building's structural frame, unless such work must be subcontracted to a licensed subcontractor.³⁸

All types of contractors must **subcontract all** electrical, mechanical, plumbing, roofing, sheet metal, swimming pool, and air-conditioning work, to a contractor certified or registered in the respective category, unless the contractor also holds a state certificate or registration in the respective category.³⁹

However, general contractors are not required to subcontract structural swimming pool work, but a general contractor must subcontract all other swimming pool work to a licensed swimming pool/spa contractor.⁴⁰

Alarm System Contractors

Statewide electrical, alarm system, and specialty contractors are regulated by of ch. 489, part II, F.S., and licensed and regulated by the Electrical Contractors' Licensing Board within the Department of Business and Professional Regulation (DBPR).⁴¹ An electrical contractor engages in business as a contractor or performs electrical or alarm work for compensation.⁴²

Alarm system contractors may lay out, fabricate, install, maintain, alter, repair, monitor, inspect, replace, or service burglary, fire, robbery, or medical emergency alarm systems.⁴³ An alarm system contractor may be certified by DBPR.⁴⁴ This certification is limited to alarm circuits originating in the alarm control panel and equipment governed by the applicable provisions of the National Electrical Code, Current Edition, and National Fire Protection Association Standard 72, Current Edition. The certification includes the installation, repair, fabrication, erection, alteration, addition, or design of electrical wiring, fixtures, appliances, thermostats, apparatus, raceways, and conduit, or any part thereof not to exceed 98 volts (RMS), when those items are for the purpose of transmitting data or proprietary video, providing central vacuum capability or electric locks.

Florida Building Code

The Florida Building Code provides a mechanism for adopting, updating, amending, interpreting, and enforcing a unified state building code from jurisdiction to jurisdiction.⁴⁵ The Florida Building Code contains or incorporates by reference all laws and rules, and enforces such laws and rules, which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities.⁴⁶ The Florida Building Code is updated at least every three years, and the current edition of the Florida Building Code is the eighth edition, which is referred to as the 2023 Florida Building Code.⁴⁷

Under current law, the following buildings, structures, and facilities are exempt from various portions of the Florida Building Code under specified conditions:

- Buildings and structures specifically regulated and preempted by the Federal Government.
- Railroads and ancillary facilities associated with the railroad.
- Nonresidential farm buildings on farms.
- Temporary buildings or sheds used exclusively for construction purposes.
- Mobile or modular structures used as temporary offices.
- Structures or facilities of electric utilities, directly involved in the generation, transmission, or distribution of electricity.

³⁸ *Id.*

³⁹ S. [489.113\(3\), F.S.](#)

⁴⁰ *Id.*

⁴¹ S. [489.507, F.S.](#)

⁴² S. [489.505\(9\), F.S.](#)

⁴³ S. [489.505\(1\)-\(2\), F.S.](#)

⁴⁴ S. [489.505\(7\), F.S.](#)

⁴⁵ S. [553.72\(1\), F.S.](#)

⁴⁶ S. [553.73\(1\)\(a\), F.S.](#)

⁴⁷ S. [553.73\(7\)\(a\), F.S.](#); DBPR, *Florida Building Code*, https://floridabuilding.org/bc/bc_default.aspx (last visited Apr. 1, 2025).

- Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- Storage sheds that are not designed for human habitation and that have a floor area of 720 square feet, and buildings that are 400 square feet or less and that are intended for use in conjunction with one- and two-family residences.
- Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida.
- Family mausoleums not exceeding 250 square feet.
- A building or structure having less than 1,000 square feet which is constructed and owned by a natural person for hunting.
- A drone port.⁴⁸

For certain of these categories, the Florida Building Commission, in order to preserve the health, safety, and welfare of the public, may adopt rules to provide exceptions to the broad categories of buildings exempted from the Code.⁴⁹

[Building Permits](#)

It is the intent of the Legislature that local governments have the power to inspect all buildings, structures, and facilities within their jurisdiction in protection of the public's health, safety, and welfare.⁵⁰ Every local government must enforce the Florida Building Code and issue building permits.⁵¹

A building permit is an official document or certificate issued by the local building official that authorizes performance of a specific activity.⁵² It is unlawful for a person, firm, or corporation to construct, erect, alter, repair, secure, or demolish any building without first obtaining a building permit from the local enforcement agency or from such persons as may, by resolution or regulation, be directed to issue such permit.⁵³

A local enforcement agency may not require a contract between an owner and a contractor as a condition to apply for or obtain a building permit for construction work. If the permit is for work on a commercial property then a local enforcement agency may not require a contract between the contractor and their subcontractors or material suppliers.⁵⁴

[Private Providers](#)

Private providers and their duly authorized representatives are able to approve building plans and perform building code inspections as long as the plans approval and building inspections are within the scope of the provider's or representative's license.

A "private provider" is defined as a person licensed as a building official, engineer, or architect. Additionally, the term includes licensed building inspectors and plans examiners who perform inspections for additions and alterations that are limited to 1,000 square feet or less in residential buildings.⁵⁵

A single-trade inspection is an inspection focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to:⁵⁶

- Inspections of door or window replacements;
- Fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing;

⁴⁸ S. [553.73\(10\), F.S.](#)

⁴⁹ *Id.*

⁵⁰ S. [553.72, F.S.](#)

⁵¹ Ss. [125.01\(1\)\(bb\)](#), [125.56\(1\)](#), and [553.80\(1\), F.S.](#)

⁵² S. [468.603, F.S.](#); S. [202 of the Eighth edition of the Florida Building Code \(Building\)](#).

⁵³ Ss. [125.56\(4\)\(a\)](#) and [553.79\(1\), F.S.](#)

⁵⁴ S. [553.79\(1\)\(f\)](#), and [713.135\(6\), F.S.](#) ⁵⁵ S. [553.791\(1\)\(n\), F.S.](#)

⁵⁵ S. [553.791\(1\)\(n\), F.S.](#)

⁵⁶ S. [553.791\(1\)\(q\), F.S.](#)

- Stucco or plastering;
- Reroofing with no structural alteration;
- HVAC replacements; ductwork or fan replacements;
- Alteration or installation of wiring, lighting, and service panels;
- Water heater changeouts;
- Sink replacements; and
- Repiping.

An owner or contractor must notify a local government that the owner or contract hired a private provider to perform building code inspection services, including single-trade inspections. Such notice must be provided in writing at the time of permit application, or by 2 p.m. local time two business days before the first scheduled inspection by the local building official.⁵⁷

After construction has commenced, and if the local building official is unable to provide inspection services in a timely manner, the owner or contractor may elect to use a private provider to provide inspection services by notifying the local building official by 2 p.m. local time two business days before the first scheduled inspection.⁵⁸

For plans review, a private provider must review the plans⁵⁹ to determine compliance with the applicable codes⁶⁰ and prepare an affidavit⁶¹ certifying, under oath, that the plans comply, and the private provider is duly authorized to perform plans review.⁶²

Current law does not specify whether an automated or software-plan review may be used by a private provider.

Upon receipt of a building permit application and the required affidavit from the private provider, a building official has 20 business days to issue the permit or provide written notice of the plan deficiencies.⁶³ If the local building official does not provide written notice of plan deficiencies within the prescribed 20-day period, the permit application shall be deemed approved and must be issued on the next business day.⁶⁴

⁵⁷ S. [553.791\(4\), F.S.](#)

⁵⁸ S. [553.791\(5\), F.S.](#)

⁵⁹ “Plans” means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner’s contractor to a private provider or duly authorized representative for review. Section [553.791\(1\)\(m\), F.S.](#)

⁶⁰ “Applicable codes” means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and fire safety codes adopted pursuant to ch. 633, F.S. S. [553.791\(1\)\(a\), F.S.](#)

⁶¹ The affidavit may bear a written or electronic signature and may be submitted electronically to the local building official.

⁶² S. [553.791\(6\), F.S.](#)

⁶³ S. [553.791\(7\)\(a\), F.S.](#)

⁶⁴ *Id.*

BILL HISTORY

COMMITTEE REFERENCE	ACTION	DATE	STAFF DIRECTOR/ POLICY CHIEF	ANALYSIS PREPARED BY
Industries & Professional Activities Subcommittee	16 Y, 1 N, As CS	3/12/2025	Anstead	Brackett
THE CHANGES ADOPTED BY THE COMMITTEE:	Clarified the language that local governments may not require building applicants to submit ancillary documentation between an owner and builder in order to receive a permit by replacing it with the language that local governments may not require building applicants to submit copies of contracts between builders and owners or associated documents, including material cost lists, labor costs, or overhead or profit statements, in order to receive a building permit.			
Intergovernmental Affairs Subcommittee	15 Y, 0 N, As CS	4/1/2025	Darden	Burgess
THE CHANGES ADOPTED BY THE COMMITTEE:	- Required DEP to adopt standards for synthetic turf before a preemption of local government regulations takes effect. - Modified the scope of certification for certified alarm system contractors. - Required the Florida Building Commission to amend the Florida Building Code to recognize tall mass timber as an allowable material in certain circumstances. - Exempts certain systems and equipment related to space launch vehicles, payloads, and spacecraft from the Florida Building Code.			
Commerce Committee	25 Y, 0 N, As CS	4/15/2025	Hamon	Brackett
THE CHANGES ADOPTED BY THE COMMITTEE:	- Removed the provision requiring the Florida Building Commission to amend the Florida Building Code to recognize tall mass timber as an allowable material for certain construction types. - Added the following provisions to the bill: - Specified that only one interior support rail in an elevator must be continuous and at least 42 inches long, instead of all interior support rails. - Expanded the scope of work for all swimming pool/spa contractors to include the performance of certain electrical work on a swimming pool. - Expanded the scope of work for residential swimming pool/spa contractors by allowing them to perform work on an existing commercial swimming pool. - Expanded the scope of work for swimming pool/spa service contractors by allowing them to renovate or remodel a swimming pool. - Expanded the scope of certified building contractors to allow them to perform structural work on a swimming pool. - Provided that general contractors and certified building contractors may perform work on a swimming pool's wet deck area. - Reduced the time-period for a local building department to issue a permit from 20 business days to five business days for single-trade permit application for a single-family or two-family dwelling that has been approved by a private provider. - Specified that a private provider may use an automated or software plans review program to determine if single-trade plans comply with the Florida Building Code..			

THIS BILL ANALYSIS HAS BEEN UPDATED TO INCORPORATE ALL OF THE CHANGES DESCRIBED ABOVE.

ENROLLED

CS/CS/CS/HB 683, Engrossed 1

2025 Legislature

1
2 An act relating to construction regulations; creating
3 s. 125.572, F.S.; defining the term "synthetic turf";
4 requiring the Department of Environmental Protection
5 to adopt minimum standards for the installation of
6 synthetic turf on specified properties; requiring that
7 the standards take into account specified factors;
8 prohibiting local governments from adopting or
9 enforcing any ordinance, resolution, order, rule, or
10 policy that prohibits, or is enforced to prohibit,
11 property owners from installing synthetic turf meeting
12 certain standards on single-family residential
13 property; prohibiting local governments from adopting
14 or enforcing specified ordinances, resolutions,
15 orders, rules, or policies that regulate synthetic
16 turf which are inconsistent with specified standards;
17 requiring the department to adopt rules; creating s.
18 218.755, F.S.; requiring local governmental entities
19 to approve or deny certain price quotes and send
20 written notice to contractors within a specified
21 timeframe; requiring denial notices to specify alleged
22 deficiencies and actions necessary to remedy such
23 deficiencies; requiring certain payment to a
24 contractor if a local governmental entity fails to
25 provide such notice; prohibiting contracts from

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb683 -04-er

ENROLLED

CS/CS/CS/HB 683, Engrossed 1

2025 Legislature

26 altering specified duties of a local governmental
27 entity; amending s. 255.0992, F.S.; prohibiting the
28 state or political subdivisions that contract for
29 public works projects from penalizing or rewarding
30 bidders for performing larger or smaller volumes of
31 construction work for the state or political
32 subdivisions; amending s. 399.035, F.S.; requiring
33 only one support rail in an elevator car interior to
34 meet certain specifications; amending s. 489.505,
35 F.S.; revising the definition of the term "certified
36 alarm system contractor"; amending s. 553.73, F.S.;
37 providing an exemption from the Florida Building Code
38 for systems or equipment located on property within a
39 spaceport territory which is used for specified
40 purposes; reenacting and amending s. 553.79, F.S.;
41 prohibiting local governments from requiring copies of
42 contracts and certain associated documents for the
43 issuance of building permits or as a requirement for
44 the submission of building permit applications;
45 amending s. 553.791, F.S.; revising definitions;
46 revising the conditions under which specified
47 contractors may elect to use a private provider to
48 provide inspection services; authorizing private
49 providers to use automated or software-based plans
50 review systems designed to make certain

Page 2 of 15

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb683 -04-er

ENROLLED

CS/CS/CS/HB 683, Engrossed 1

2025 Legislature

determinations; requiring local building officials to issue permits within a specified timeframe if such permit application is related to certain single-trade plans reviews; authorizing certain inspections to be performed in person or virtually; amending s. 497.271, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.572, Florida Statutes, is created to read:

125.572 Regulation of synthetic turf.—

(1) As used in this section, the term "synthetic turf" means a manufactured product that resembles natural grass and is used as a surface for landscaping and recreational areas.

(2) The Department of Environmental Protection shall adopt minimum standards for the installation of synthetic turf on single-family residential properties 1 acre or less in size. The standards must take into account material type, color, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other vegetation, and other factors impacting environmental conditions of adjacent properties.

(3) Upon the Department of Environmental Protection

ENROLLED

CS/CS/CS/HB 683, Engrossed 1

2025 Legislature

76 adopting rules pursuant to subsection (4), a local government
77 may not:

78 (a) Adopt or enforce any ordinance, resolution, order,
79 rule, or policy that prohibits, or is enforced to prohibit, a
80 property owner from installing synthetic turf that complies with
81 Department of Environmental Protection standards adopted
82 pursuant to this section which apply to single-family
83 residential property.

84 (b) Adopt or enforce any ordinance, resolution, order,
85 rule, or policy that regulates synthetic turf which is
86 inconsistent with the Department of Environmental Protection
87 standards adopted pursuant to this section which apply to
88 single-family residential property.

89 (4) The Department of Environmental Protection shall adopt
90 rules to implement this section.

91 Section 2. Section 218.755, Florida Statutes, is created
92 to read:

93 218.755 Prompt processing of change orders.—For any
94 contract for construction services entered into on or after July
95 1, 2025, if a local governmental entity receives from its
96 contractor a price quote for a change order requested or issued
97 by the local governmental entity for construction services, and
98 the price quote conforms to all statutory requirements and
99 contractual requirements for the project, the local governmental
100 entity must approve or deny the price quote and send written

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101 notice of that decision to the contractor within 35 days after
102 receipt of such quote. A denial notice must specify the alleged
103 deficiencies in the price quote and the actions necessary to
104 remedy those deficiencies. If the local governmental entity
105 fails to provide the contractor with a notice in compliance with
106 this section, the change order and price quote are deemed
107 approved, and the local governmental entity must pay the
108 contractor the amount stated in the price quote upon the
109 completion of the change order. A contract between a local
110 governmental entity and a contractor may not alter the local
111 governmental entity's duties under this section.

112 Section 3. Paragraph (d) is added to subsection (2) of
113 section 255.0992, Florida Statutes, to read:

114 255.0992 Public works projects; prohibited governmental
115 actions.—

116 (2) Except as required by federal or state law, the state
117 or any political subdivision that contracts for a public works
118 project may not take the following actions:

119 (d) When scoring or evaluating bids for a public works
120 project, penalize a bidder for performing a larger volume of
121 construction work for the state or political subdivision or
122 reward a bidder for performing a smaller volume of construction
123 work for the state or political subdivision.

124 Section 4. Paragraph (b) of subsection (1) of section
125 399.035, Florida Statutes, is amended to read:

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399.035 Elevator accessibility requirements for the physically handicapped.—

(1) Each elevator, the installation of which is begun after October 1, 1990, must be made accessible to physically handicapped persons with the following requirements:

(b) Each elevator car interior must have a support rail on at least one wall. All support rails must be smooth and have no sharp edges and must not be more than 1 1/2 inches thick or 2 1/2 inches in diameter. At least one support rail ~~Support rails~~ must be continuous and a minimum length of 42 inches overall. The inside surface of support rails must be 1 1/2 inches clear of the car wall. The distance from the top of the support rail to the finished car floor must be at least 31 inches and not more than 33 inches. Padded or tufted material or decorative materials such as wallpaper, vinyl, cloth, or the like may not be used on support rails.

Section 5. Subsection (7) of section 489.505, Florida Statutes, is amended to read:

489.505 Definitions.—As used in this part:

(7) "Certified alarm system contractor" means an alarm system contractor who possesses a certificate of competency issued by the department. The scope of certification is limited to alarm circuits originating in the alarm control panel and equipment governed by the applicable provisions of Articles 722, 725, 760, 770, 800, and 810 of the National Electrical Code,

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151 Current Edition, and National Fire Protection Association
152 Standard 72, Current Edition. The scope of certification for
153 alarm system contractors also includes the installation, repair,
154 fabrication, erection, alteration, addition, or design of
155 electrical wiring, fixtures, appliances, thermostats, apparatus,
156 raceways, and conduit, or any part thereof not to exceed 98
157 volts (RMS), when those items are for the purpose of
158 transmitting data or proprietary video (satellite systems that
159 are not part of a community antenna television or radio
160 distribution system) or providing central vacuum capability,
161 surveillance cameras, or electric locks; however, this provision
162 governing the scope of certification does not create any
163 mandatory licensure requirement.

164 Section 6. Paragraph (m) is added to subsection (10) of
165 section 553.73, Florida Statutes, to read:

166 553.73 Florida Building Code.—

167 (10) The following buildings, structures, and facilities
168 are exempt from the Florida Building Code as provided by law,
169 and any further exemptions shall be as determined by the
170 Legislature and provided by law:

171 (m) Any system or equipment, whether affixed or movable,
172 which is located on property within a spaceport territory
173 pursuant to s. 331.304 and which is used for the production,
174 erection, alteration, modification, repair, launch, processing,
175 recovery, transport, integration, fueling, conditioning, or

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176 equipping of a space launch vehicle, payload, or spacecraft.

177
178 With the exception of paragraphs (a), (b), (c), and (f), in
179 order to preserve the health, safety, and welfare of the public,
180 the Florida Building Commission may, by rule adopted pursuant to
181 chapter 120, provide for exceptions to the broad categories of
182 buildings exempted in this section, including exceptions for
183 application of specific sections of the code or standards
184 adopted therein. The Department of Agriculture and Consumer
185 Services shall have exclusive authority to adopt by rule,
186 pursuant to chapter 120, exceptions to nonresidential farm
187 buildings exempted in paragraph (c) when reasonably necessary to
188 preserve public health, safety, and welfare. The exceptions must
189 be based upon specific criteria, such as under-roof floor area,
190 aggregate electrical service capacity, HVAC system capacity, or
191 other building requirements. Further, the commission may
192 recommend to the Legislature additional categories of buildings,
193 structures, or facilities which should be exempted from the
194 Florida Building Code, to be provided by law. The Florida
195 Building Code does not apply to temporary housing provided by
196 the Department of Corrections to any prisoner in the state
197 correctional system.

198 Section 7. Paragraph (f) of subsection (1) of section
199 553.79, Florida Statutes, is amended, and subsection (11) of
200 that section is reenacted, to read:

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201 553.79 Permits; applications; issuance; inspections.—

202 (1)

203 (f) A local government may not require a contract between
204 a builder and an owner, any copies of such contract, or any
205 associated document, including, but not limited to, letters of
206 intent, material costs lists, labor costs, or overhead or profit
207 statements, for the issuance of a building permit or as a
208 requirement for the submission of a building permit application.

209 (11) Any state agency whose enabling legislation
210 authorizes it to enforce provisions of the Florida Building Code
211 may enter into an agreement with any other unit of government to
212 delegate its responsibility to enforce those provisions and may
213 expend public funds for permit and inspection fees, which fees
214 may be no greater than the fees charged others. Inspection
215 services that are not required to be performed by a state agency
216 under a federal delegation of responsibility or by a state
217 agency under the Florida Building Code must be performed under
218 the alternative plans review and inspection process created in
219 s. 553.791 or by a local governmental entity having authority to
220 enforce the Florida Building Code.

221 Section 8. Paragraphs (l) and (q) of subsection (1) and
222 subsections (5) through (8) of section 553.791, Florida
223 Statutes, are amended to read:

224 553.791 Alternative plans review and inspection.—

225 (1) As used in this section, the term:

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226 (1) "Permit application" means a properly completed and
227 submitted application for the requested building or construction
228 permit, including:

229 1. The plans reviewed by the private provider, or in the
230 case of a single-trade plans review where a private provider
231 uses an automated or software-based plans review system pursuant
232 to subsection (6), the information reviewed by the automated or
233 software-based plans review system to determine compliance with
234 one or more applicable codes.

235 2. The affidavit from the private provider required under
236 subsection (6).

237 3. Any applicable fees.

238 4. Any documents required by the local building official
239 to determine that the fee owner has secured all other government
240 approvals required by law.

241 (q) "Single-trade inspection" or "single-trade plans
242 review" means any inspection or plans review focused on a single
243 construction trade, such as plumbing, mechanical, or electrical.
244 The term includes, but is not limited to, inspections or plans
245 reviews of door or window replacements; fences and block walls
246 more than 6 feet high from the top of the wall to the bottom of
247 the footing; stucco or plastering; reroofing with no structural
248 alteration; solar energy and energy storage installations or
249 alterations; HVAC replacements; ductwork or fan replacements;
250 alteration or installation of wiring, lighting, and service

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panels; water heater changeouts; sink replacements; and repiping.

(5) After construction has commenced and if either the local building official is unable to provide inspection services in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services by notifying the local building official of the owner's or contractor's intention to do so by 2 p.m. local time, 2 business days before the next scheduled inspection using the notice provided for in paragraphs (4) (a)-(c).

(6) A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and

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276 holds the appropriate license or certificate.

277 (b) The plans comply with the applicable codes.

278
279 Such affidavit may bear a written or electronic signature and
280 may be submitted electronically to the local building official.

281 (7) (a) No more than 20 business days, or if the permit
282 application is related to a single-trade plans review for a
283 single-family or two-family dwelling, no more than 5 business
284 days, after receipt of a permit application and the affidavit
285 from the private provider required pursuant to subsection (6),
286 the local building official shall issue the requested permit or
287 provide a written notice to the permit applicant identifying the
288 specific plan features that do not comply with the applicable
289 codes, as well as the specific code chapters and sections. If
290 the local building official does not provide a written notice of
291 the plan deficiencies within the prescribed time ~~20-day~~ period,
292 the permit application must ~~shall~~ be deemed approved as a matter
293 of law, and the permit must ~~shall~~ be issued by the local
294 building official on the next business day.

295 (b) If the local building official provides a written
296 notice of plan deficiencies to the permit applicant within the
297 prescribed time ~~20-day~~ period, the time ~~20-day~~ period is ~~shall~~
298 ~~be~~ tolled pending resolution of the matter. To resolve the plan
299 deficiencies, the permit applicant may elect to dispute the
300 deficiencies pursuant to subsection (15) or to submit revisions

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301 to correct the deficiencies.

302 (c) If the permit applicant submits revisions, the local
303 building official has the remainder of the tolled time ~~20-day~~
304 period plus 5 business days after ~~from~~ the date of resubmittal
305 to issue the requested permit or to provide a second written
306 notice to the permit applicant stating which of the previously
307 identified plan features remain in noncompliance with the
308 applicable codes, with specific reference to the relevant code
309 chapters and sections. Any subsequent review by the local
310 building official is limited to the deficiencies cited in the
311 written notice. If the local building official does not provide
312 the second written notice within the prescribed time period, the
313 permit must ~~shall~~ be deemed approved as a matter of law, and the
314 local building official must issue the permit on the next
315 business day.

316 (d) If the local building official provides a second
317 written notice of plan deficiencies to the permit applicant
318 within the prescribed time period, the permit applicant may
319 elect to dispute the deficiencies pursuant to subsection (15) or
320 to submit additional revisions to correct the deficiencies. For
321 all revisions submitted after the first revision, the local
322 building official has an additional 5 business days after ~~from~~
323 the date of resubmittal to issue the requested permit or to
324 provide a written notice to the permit applicant stating which
325 of the previously identified plan features remain in

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections.

(8) A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person ~~in person~~ or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

Section 9. Subsection (3) of section 497.271, Florida Statutes, is amended to read:

497.271 Standards for construction and significant alteration or renovation of mausoleums and columbaria.—

(3) The licensing authority shall transmit the rules as adopted under subsection (2), ~~hereinafter~~ referred to as the "mausoleum standards," to the Florida Building Commission, which shall initiate rulemaking under chapter 120 to consider such mausoleum standards. If such mausoleum standards are not deemed acceptable, they must ~~shall~~ be returned by the Florida Building

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Commission to the licensing authority with details of changes needed to make them acceptable. If such mausoleum standards are acceptable, the Florida Building Commission must ~~shall~~ adopt a rule designating the mausoleum standards as an approved revision to the State Minimum Building Codes under part IV of chapter 553. When ~~so~~ designated by the Florida Building Commission, such mausoleum standards shall become a required element of the State Minimum Building Codes under s. 553.73(2)(a) ~~s. 553.73(2)~~ and shall be transmitted to each local enforcement agency, as defined in s. 553.71(5). Such local enforcement agency shall consider and inspect for compliance with such mausoleum standards as if they were part of the local building code, but shall have no continuing duty to inspect after final approval of the construction pursuant to the local building code. Any further amendments to the mausoleum standards shall be accomplished by the same procedure. Such designated mausoleum standards, as from time to time amended, shall be a part of the State Minimum Building Codes under s. 553.73 until the adoption and effective date of a new statewide uniform minimum building code, which may supersede the mausoleum standards as provided by the law enacting the new statewide uniform minimum building code.

Section 10. This act shall take effect July 1, 2025.

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Conditional Use Permit (CUP) No.1-2025 - 5195 S Washington Ave**
Department/Office: Planning

Recommended Action:

Staff recommend approval of CUP No. 1-2025 to allow a childcare facility at 5195 S Washington Ave consistent with the approved concept plan along with the following condition(s):

1. A photometric lighting plan shall be submitted demonstrating that exterior lighting is fully shielded and designed to prevent glare or spillover onto adjacent single-family residential properties.

Summary Explanation & Background:

The applicant is requesting a Conditional Use Permit (CUP) to allow a childcare facility at 5195 S. Washington Ave. The property is 1.54 acres in size and is currently zoned Community Commercial (CC). Within the CC zoning district, a CUP is required to establish a childcare facility when the property is located on a local street, or abutting property with a single-family zoning or use. The subject property is located along an arterial roadway; however, it abuts the Indian River Landings subdivision to the east, which is zoned Single-Family High Density (R-1C).

The current request is for the operation of a 24-hour, 7-day-a-week childcare facility. The applicant states the extended hours are intended to support parents working night shifts, weekends, or attending evening or weekend educational programs. The property is located off an arterial roadway and the outdoor play area meets all LDR requirements for setbacks from the adjacent residential properties. The southern access to the site is provided through a right-of-way and utility easement agreement with the property to the south, which is used for access to the site's designated pick-up and drop-off zone. A second access is located towards the north on S. Washington Ave.

Alternatives:

1. Approve the conditional use permit
2. Approve the conditional use permit with conditions

3. Deny the conditional use permit

Item Budgeted:

N/A

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

Goal 1: Quality of Life

Goal 4: Economic Development

Goal 5: Effective Governance

ATTACHMENTS:

1. Staff Report CUP #1-2025
2. Application
3. Survey
4. Scaled Plan
5. Concept Plan (floor plan, traffic pattern, landscaping)
6. Maps CUP #1-2025
7. Code



City of Titusville

Planning Department Staff Report

1 Conditional Use Permit

2 CUP No. 1-2025 – Kingdom Builder’s Childcare

3 **Meeting Dates:** *Planning and Zoning Commission: May 21, 2025*
4 *City Council Public Hearing: May 27, 2025*

5 **Prepared By:** Tabitha Armstrong, Planner

6 **Applicant(s):** Lakeisha Brown with permission from Summit Shah, authorized
7 agent for the owner, Port Village LLC.

8 **Applicant’s Request:** Approval of a Conditional Use Permit to allow a childcare facility at
9 5195 S. Washington Ave, within the CC zoning district.

10 **Staff Recommendation:** Approve CUP No. 1-2025 with condition(s)

11 BACKGROUND INFORMATION

12 The applicant is requesting a Conditional Use Permit (CUP) to allow a childcare facility at 5195
13 S. Washington Ave. The property is 1.54 acres in size and is currently zoned Community
14 Commercial (CC). Within the CC zoning district, a CUP is required to establish a childcare facility
15 when the property is located on a local street, or abutting property with a single-family zoning or
16 use. The subject property is located along an arterial roadway; however, it abuts the Indian River
17 Landings subdivision to the east, which is zoned Single-Family High Density (R-1C).

18 The property was rezoned from Light Industrial (M-1) to Community Commercial (CC) in 1995.
19 Since then, several conditional use permits have been approved on the property for a variety of
20 uses:

- 21 • Private school (CUP 04-1995)
- 22 • Church (CUP 13-1995 and CUP 20-2007)
- 23 • Childcare facility (CUP 15-1998)

24 The current request is for the operation of a 24-hour, 7-day-a-week childcare facility. The applicant
25 states the extended hours are intended to support parents working night shifts, weekends, or
26 attending evening or weekend educational programs. The Agency for Healthcare Administration
27 and the Department of Children and Families do not appear to impose any additional licensing
28 requirements specifically for a 24-hour childcare operation that would trigger additional conditions
29 related to site development, planning, or zoning.

The property is located off an arterial roadway and the outdoor play area meets all LDR requirements for setbacks from the adjacent residential properties. The southern access to the site is provided through a right-of-way and utility easement agreement with the property to the south, which is used for access to the site's designated pick-up and drop-off zone. A second access is located towards the north on S. Washington Ave.

PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Existing Use	Future Land Use	Zoning
Vacant Commercial	Commercial High Intensity	Community Commercial (CC)

SURROUNDING PROPERTY INFORMATION

Existing Use, Future Land Use, and Zoning

Location	Use	Future Land Use	Zoning
North	Retention Pond/ Single Family Dwellings	Medium Density Residential	Single-Family High Density (R- 1C)
South	Vacant	Medium Density Residential	Single-Family High Density (R- 1C)
East	Single Family Dwellings	Medium Density Residential	Single-Family High Density (R- 1C)
	Common open space tract	Medium Density Residential	Single-Family High Density (R- 1C)
West	Light Manufacturing	Industrial	Industrial (M-2)
	S. Washington Ave (U.S. Highway 1) ROW	N/A	N/A

STAFF ANALYSIS

Conditional Use Criteria

Section 34-76 of the LDRs states that before any Conditional Use is granted, City Council shall apply the standards set forth below and shall determine that satisfactory provisions and arrangements of the following factors have been met by the petitioner, where applicable. The following are staff's findings based on the CUP request.

- 1) Compliance with all elements of the Comprehensive Plan.

Policy 1.9.4: Commercial land use designations shall be encouraged in a pattern, which offers maximum accessibility, compatibility, and clustering. Commercial land use designations shall be given priority at locations exhibiting proximity to other types of non-residential uses, including employment centers and marketing centers.

Staff comment: The property is located along a segment of S. Washington Avenue characterized by a mix of commercial, industrial, residential, and vacant parcels. While not a fully developed commercial corridor, the area exhibits a patchwork pattern of land uses, shifting from industrial and commercial development along the highway to an established single-family neighborhood to the east. A childcare facility is considered a compatible use in this setting, providing an essential service to nearby households and employment centers.

- 2) Ingress and egress to the property and proposed structure with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

Staff comment: The property has frontage on an arterial roadway (S. Washington Ave) and has two access points. The northern point of access is on S. Washington Avenue and the southern access point indirectly connects to S. Washington Avenue through the property to the south with a right of way use agreement. Commercial traffic will not be introduced into any residential area. A designated safe drop-off and pick-up area for the children is proposed southwest of the existing building on the property.

The Fire Department did not express any concerns or objections to the request.

- 3) Nuisance factors detrimental to adjacent and nearby properties and the City as a whole. Nuisance factors shall include but not necessarily be limited to noise, odor, smoke, glare, electrical interference and/or mechanical vibrations.

Staff comment: The proposed childcare facility is compatible with the existing uses along S. Washington Ave. Noise is a potential nuisance as the use includes an outdoor playground area; however, the proposed playground area is located over the required minimum from any abutting residential use. Further, the 24-hour operation of the childcare facility will likely require site lighting in the parking lot. It is recommended that a photometric plan be provided to ensure all lighting is properly shielded and does not create a nuisance to adjacent single-family residential properties. No additional nuisances are anticipated with the childcare facility.

- 4) Adopted level of service for solid waste disposal, potable water, or wastewater shall not be exceeded.

Staff comment: The proposed childcare facility, based on a maximum occupancy of 236 students, was reviewed as part of the City's preliminary concurrency assessment and was found to meet the City's level of service standards. The development is not anticipated to generate a significant impact to the City's potable water, wastewater, or solid waste services. The Public Works Department did not express any concerns related to the request.

- 5) Screening and buffering with reference to type, dimensions and character.

Staff comment: The subject property has a six (6) foot high concrete wall along the north and east property lines. A ten (10) foot wide landscape buffer along the north and east property lines will be required between the childcare facility and adjacent residential uses.

1 The applicant has shown on the concept plan how they will comply with the landscape
2 buffer requirements.

- 3 6) Signs and proposed exterior lighting with reference to glare, traffic safety, economic effect and
4 compatibility and harmony with properties in the district.

5 *Staff comment: No unique signage or exterior lighting nuisances are anticipated to be*
6 *generated as a result of the childcare facility use. Signage is permitted separately and*
7 *shall be reviewed for consistency with the Land Development Regulations upon submittal.*
8 *Due to the 24-hour proposed hours of operation, extended hours of site lighting may be*
9 *necessary compared to a standard childcare facility. It is recommended that a photometric*
10 *plan be provided to ensure all lighting is properly shielded and does not create a nuisance*
11 *to adjacent single-family residential properties.*

- 12 7) Hours of operation shall be consistent with surrounding properties.

13 *Staff comment: The applicant is requesting the facility to operate 24 hours a day, 7 days*
14 *a week. The majority of commercial uses within the area are in operation between the*
15 *hours of 9am to 5pm; however, the industrial property to the west (GenH2) is open 24*
16 *hours. The daycare facility's extended hours are intended to support parents working night*
17 *shifts, weekends, or attending evening or weekend educational programs.*

- 18 8) Off street parking and loading area where required with particular attention to ingress and
19 egress.

20 *Staff comment: The existing site is consistent with the minimum parking requirements for*
21 *a childcare facility outlined in Table 9.16.4 of the Technical Manual.*

- 22 9) Required yards and other open spaces.

23 *Staff comment: The subject property has a six (6) foot high concrete wall along the north*
24 *and east property lines. A ten (10) foot wide landscape buffer along the north and east*
25 *property lines will be required between the childcare facility and adjacent residential uses.*
26 *The applicant has shown on the concept plan how they will comply with the landscape*
27 *buffer requirements.*

- 28 10) General compatibility with adjacent properties and other properties in the district.

29 *Staff comment: The proposed childcare facility is compatible with the mix of surrounding*
30 *land uses, which include commercial, industrial, residential, and vacant parcels. The reuse*
31 *of the existing one-story commercial building maintains consistency in scale, height, and*
32 *floor area with nearby properties. No new construction is proposed, and the site layout is*
33 *similar to other service-oriented uses in the area. The proposed childcare facility will*
34 *support both residential and commercial activity without disrupting the surrounding*
35 *character.*

- 36 11) Whether the proposed change is out of scale with the needs of the neighborhood or the City.

37 *Staff comment: The applicant will be utilizing the existing one-story commercial structure*
38 *on the site, and no exterior modifications are proposed that would alter the scale, height,*
39 *or intensity of the development. The building's size and layout are consistent with other*

1 nearby non-residential uses and is appropriate for the surrounding mix of commercial,
2 industrial, and residential properties. No change is proposed which would make the use
3 inconsistent with the other uses in the area.

- 4 12) Special requirements set out in the schedule of district regulations for the particular use
5 involved.

6 Section 28-110(c)(1) of the Zoning Code requires a childcare facility to meet the following
7 use standards.

- 8 a. Shall be required to proceed through the conditional use permit process when
9 located on a local street, or abutting property with a single-family zoning or use.

10 Staff comment: Applicant has applied for the conditional use permit.

- 11 b. Shall not be issued a business tax receipt until a license has first been obtained from
12 the Florida Agency for Healthcare Administration and any other permitting agency
13 as required by law including the provisions of these regulations.

14 Staff comment: A license from the Florida Agency for Healthcare Administration
15 (AHCA) is required to issue a City business tax receipt for a childcare facility.

- 16 c. Shall provide a landscape buffer in accordance with Chapter 31, Article III, Division
17 10 on non-street property lines.

18 Staff comment: The subject property has a six (6) foot high concrete wall along the
19 north and east property lines. A ten (10) foot wide landscape buffer along the north
20 and east property lines will be required between the childcare facility and adjacent
21 residential uses. The applicant has shown on the concept plan how they will comply
22 with the landscape buffer requirements.

- 23 d. Shall set back all structures, playgrounds, and outdoor recreation areas a minimum
24 of fifty (50) feet from any abutting residential zoning district or residential use, except
25 mixed residential-commercial uses.

26 Staff comment: The submitted concept plan shows the playground area meets the
27 minimum setback requirements. The playground area is setback over 60-feet from
28 the north property line and over 90-feet from the east property line.

- 29 e. Shall provide a passenger drop-off zone adjacent to the facility providing clear
30 ingress and egress from parking and other areas.

31 Staff comment: The submitted concept plan includes a designated passenger pick-
32 up and drop-off zone with clear ingress and egress from parking and surrounding
33 areas. The designated passenger pick-up and drop-off zone is separated from other
34 parking areas and features an overhead canopy.

35 **RECOMMENDATION**

36 Based on the above analysis, staff recommend approval of CUP No. 1-2025 to allow a
37 childcare facility at 5195 S Washington Ave consistent with the approved concept plan along
38 with the following condition(s):

- 1 1. A photometric lighting plan shall be submitted demonstrating that exterior lighting is
- 2 fully shielded and designed to prevent glare or spillover onto adjacent single-family
- 3 residential properties.

CUP - 1775 + 8/acre



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APPLICATION FOR CONDITIONAL USE PERMIT

Please submit electronically a completed application including required submittals to the Planning Department for payment and meeting scheduling. Chapter 34 of the Titusville Land Development Regulations contains the instructions for filing and the required exhibits. INCOMPLETE APPLICATIONS SHALL NOT BE ACCEPTED.

1. Project Information	Project Name <u>Kingdom Builders Child Care</u>		Property Address/Location Description <u>5195 S. Washington Ave. Titusville, FL 32780</u>	
2. Applicant/ Owner	Name of Applicant/Contact <u>Lakeisha Brown</u>		Name of Owner <u>Port Village LLC</u>	
	Street Address <u>4553 Retreat Ln # 101</u>		Street Address <u>402 High Point Dr.</u>	
	City <u>Cocoa</u>	State <u>FL</u>	Zip <u>32926</u>	
	Telephone # <u>321-890-6999</u>		Telephone # <u>321-631-0245 ex 138</u>	
	Fax # <u>321-567-2508</u>		Fax # <u>321-633-0467</u>	
	E-Mail Address <u>lbrown@kingdombuildersccc.org</u>		E-Mail Address	
3. Applicant Status	☐ Owner ☒ Tenant ☐ Agent ☐ Other			
4. Parcel ID	<u>22-35-26-BF--*-34.01</u>		Tax Acct.	
5. Site Size (Attach Legal Description)	Acres: <u>1.54</u> Square Feet: <u>11,210</u>			
6. Current Land Uses	Identify the land uses located on-site and adjacent to the subject site (identify "all" uses that touch property on each boundary), such as grocery store, citrus farm, office, single family residential, etc.:			
	SUBJECT SITE: <u>Vacant/Was a church years ago</u>			
	NORTH: <u>land / residential use</u>			
	SOUTH: <u>land / residential use</u>			
	EAST: <u>residential homes</u>			
	WEST: <u>highway</u>			
7. Current Designation	Future Land Use: <u>Child Care Center</u>		Zoning: <u>CC</u>	

8. Building Status	Existing Building(s) on the site? <i>yes</i>	New Buildings Proposed?		
9. Operating Schedule	(Hours of operation, size of operation) <i>24 hr</i>			
10. Note any previous CUPs on the site				
11. Check other applications submitted	Conditional Use ☒	Vacation of Easement ☐	Master Plan Approval ☐	Rezoning ☐
	Vacation of Right of Way ☐	Site Plan ☐	Subdivision/Plat ☐	Other: ☐
12. Narrative	Please provide a brief description of your request and the proposed project: (Attach separate narrative page if necessary) <i>Want to open child care center at this location to provide easy and comfortability to our community. Many families work outside of Titusville, and the need of child care on their way to work has grown tremendously. This location suits many of our present families needs. With families working overnight, this location and hours of operation brings ease to the hearts and minds of our community.</i>			

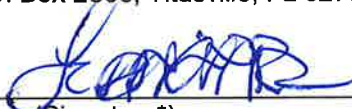
- **All applications shall require Community Development Staff review prior to submittal.**
- All applications shall be submitted to the Planning Department electronically and officially logged in by **end of business day.**
- Tentative hearing dates are scheduled approximately 4 months from the time a completed application is submitted.
- Incomplete applications will not be accepted and will not be considered to be officially submitted until the appropriate information and fees are submitted. Meeting dates for incomplete applications will not be set until all required information and fees are submitted.
- Petitions requiring review from other boards or commissions prior to being forwarded to the Planning and Zoning Commission and City Council are not guaranteed placement on the originally scheduled date(s).
- All meeting agendas will be posted on the City's web site and staff reports for the request can be obtained by contacting the Planning Department at 321-567-3782.

ACKNOWLEDGEMENT

1. I am the owner and/or legal representative of the owner of the property described, which is the subject of this application.
2. All answers to the questions in said application and all surveys and/or site plans and data attached to and made a part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to be deferred.
3. Should this application be granted, I understand that any condition(s) imposed upon the granting of this request shall be binding to the owner, his heirs, and successors in title to possession of the subject property.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved does not encumber provision of utility, road or other City infrastructure capacity. The analysis provided by staff of existing levels of service for public facilities and services in the vicinity of the parcel identified in this application is a non-binding analysis, and does not guarantee capacity will be available in the future or encumber/reserve capacity for any period of time.

This matter is subject to quasi-judicial rules of procedure. Interested parties should limit contact with the City Council, Board of Adjustment & Appeals, and Planning & Zoning Commission on this topic to properly noticed public hearings or to written communication to the City Clerk's Office, City of Titusville, P.O. Box 2806, Titusville, FL 32781

/s/

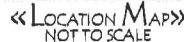

(Signature*)

12/30/24
(Date)

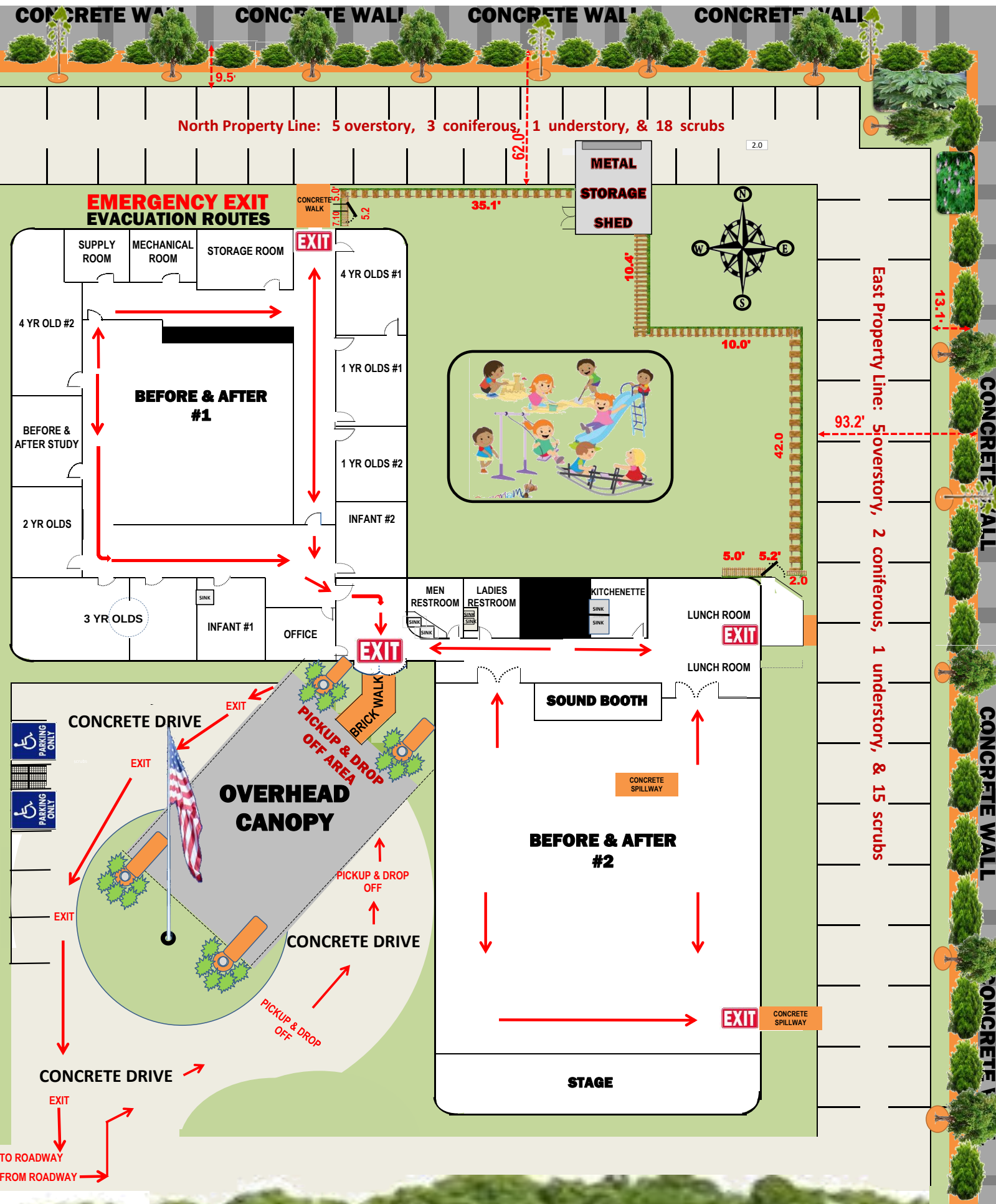
** By entering your name in the "Signature" box above, you are signing this Application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Application. By entering your name in the "Signature" box above, you consent to be legally bound by this Application's terms and conditions.*

Date received: _____

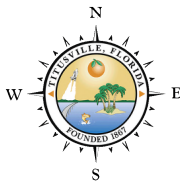
Accepted by: _____



$$\begin{aligned}\Delta &= 03.48'00'' \\ R &= 2764.93' \\ L &= 183.38'\end{aligned}$$





N
W E
S

Aerial 2024

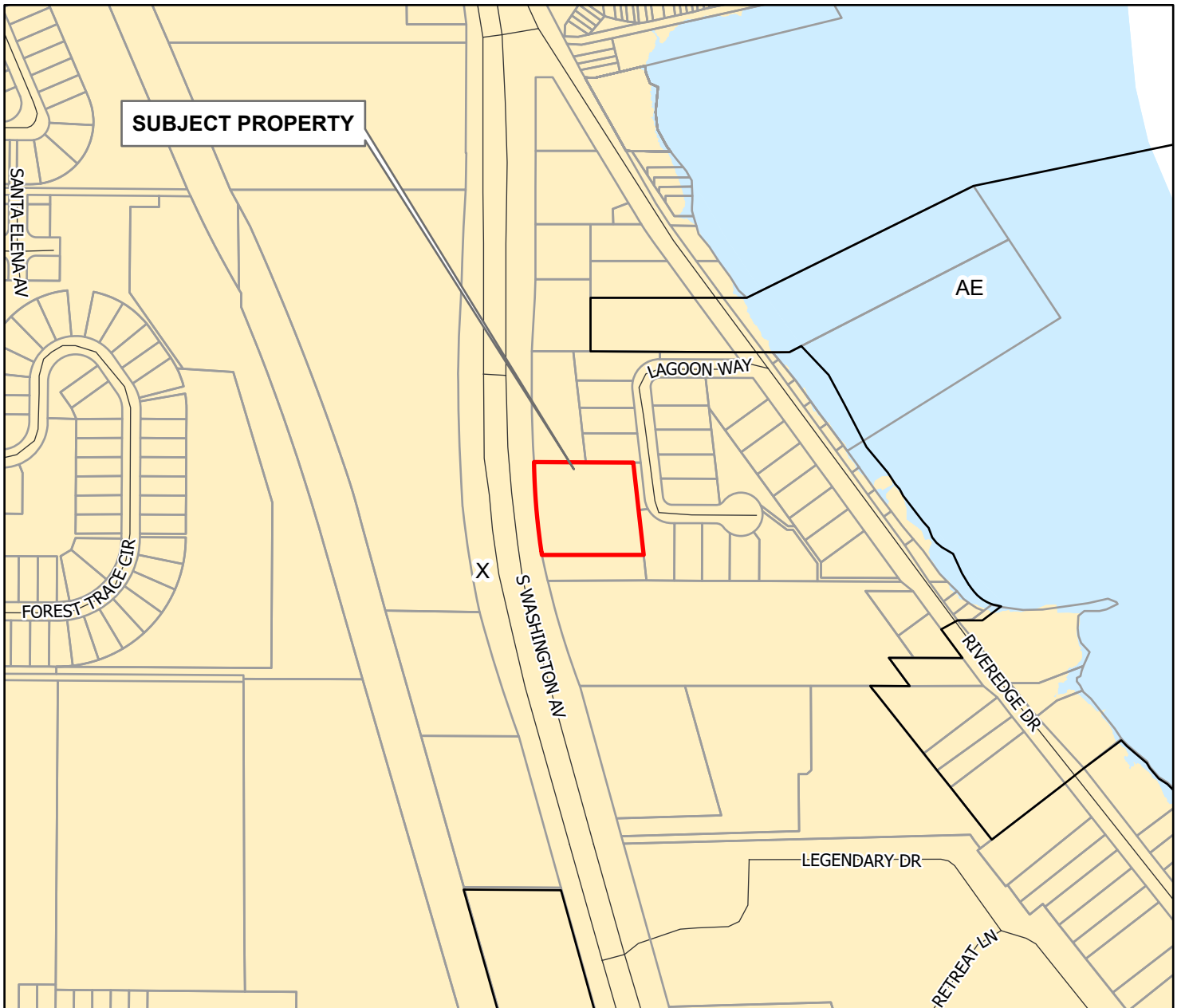
CUP #1-2025

0 250 500 1,000 Feet

Community Development Department

Aerial photography provided by the Brevard County Property Appraiser's Office

1/10/2025



FEMA FLOOD HAZARD AREAS

CUP #1-2025

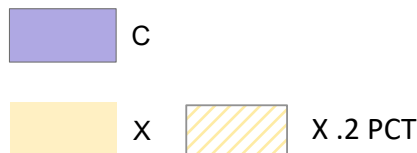
Special Flood Hazard Area Zones



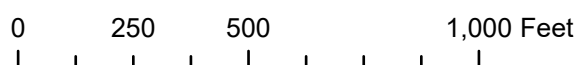
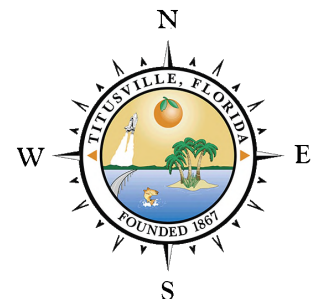
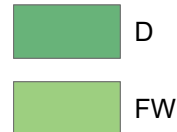
Moderate Flood Hazard Area Zone

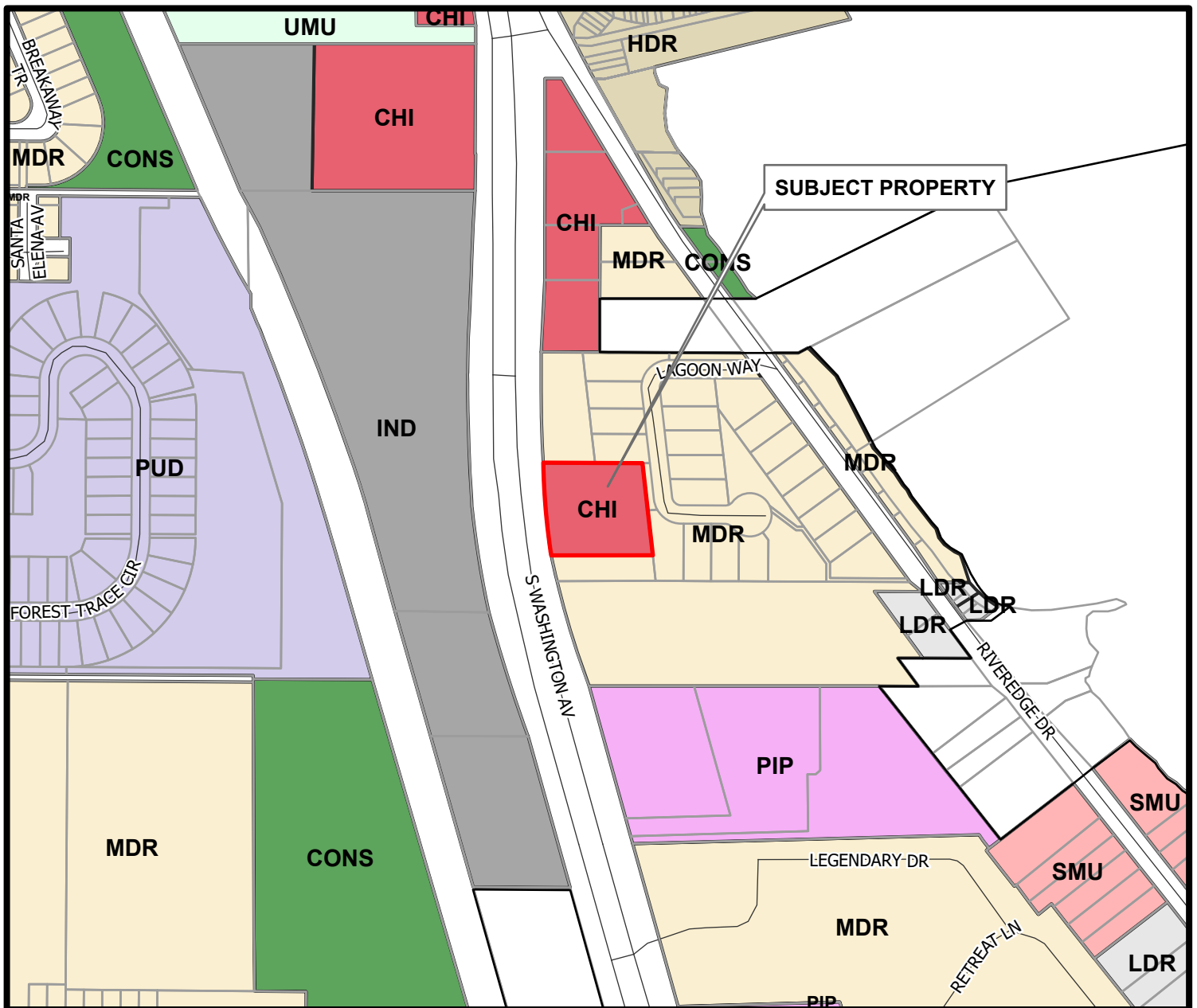


Minimal Flood Hazard Zones



Other Flood Zone Areas

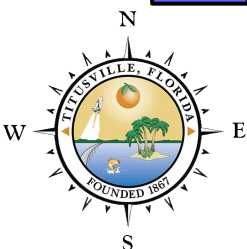




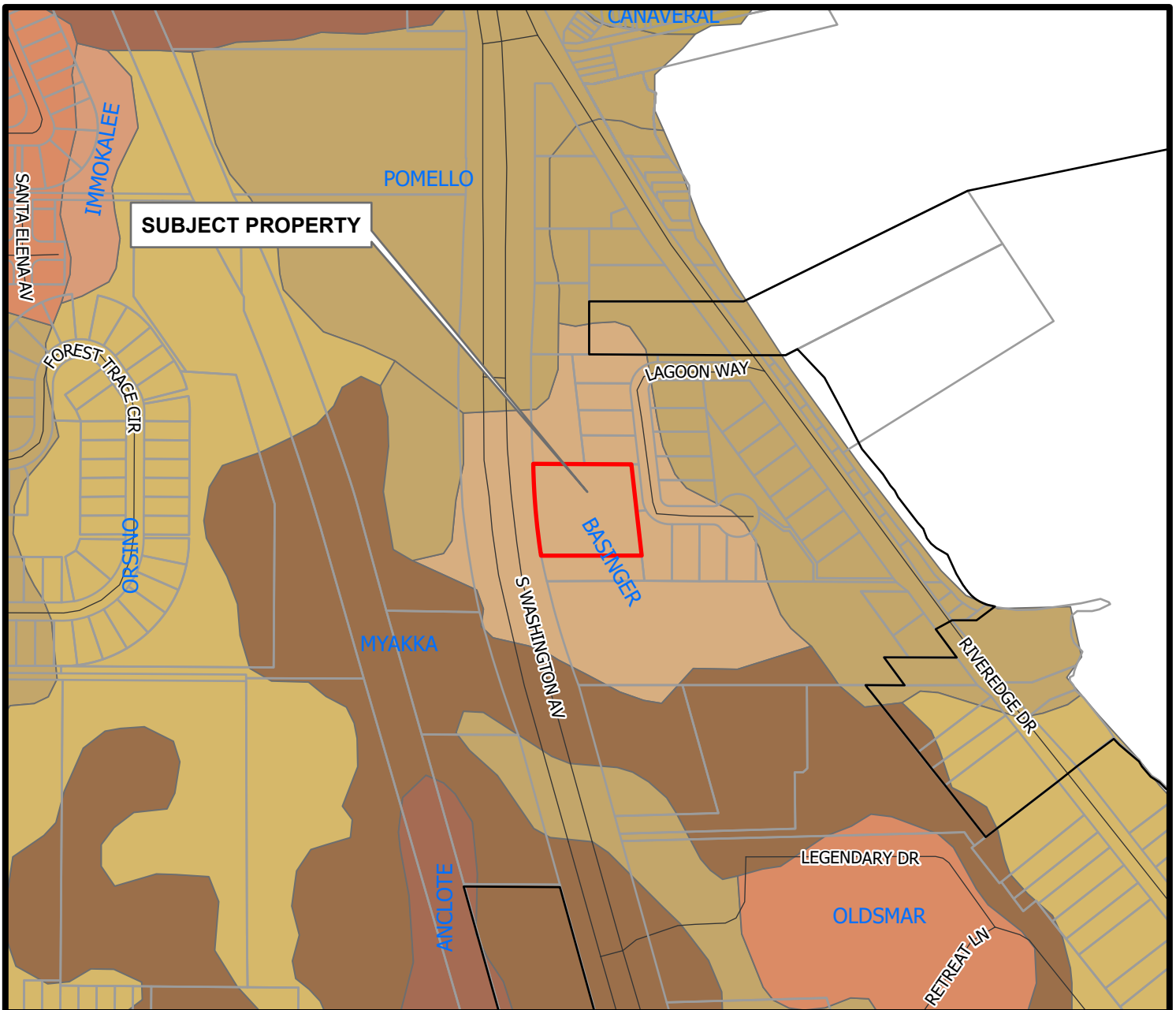
LOCATION OF PROPERTY AND FUTURE LAND USE MAP

CHI COMMERCIAL HIGH INTENSITY	ED EDUCATIONAL	PIP PLANNED INDUSTRIAL PARK	RES-2 RESIDENTIAL-2
CLI COMMERCIAL LOW INTENSITY	IND INDUSTRIAL	PSP PUBLIC/ SEMI-PUBLIC	RMU REGIONAL MIXED USE
CONS CONSERVATION	HDR HIGH-DENSITY RESIDENTIAL	PUD PLANNED UNIT DEVELOPMENT	SMU SHORELINE MIXED-USE
DMU DOWNTOWN MIXED-USE	MDR MEDIUM-DENSITY RESIDENTIAL	REC RECREATIONAL	UMU URBAN MIXED-USE
	LDR LOW-DENSITY RESIDENTIAL	RES-1 RESIDENTIAL-1	US1 US-1 CORRIDOR

Subject



0 250 500 1,000 Feet



SOILS IN THE VICINITY OF SUBJECT PROPERTY CUP #1-2025

SoilName	MYAKKA
ANCLOTE	OLDSMAR
BASINGER	ORSINO
CANAVERAL	POMELLO
IMMOKALEE	

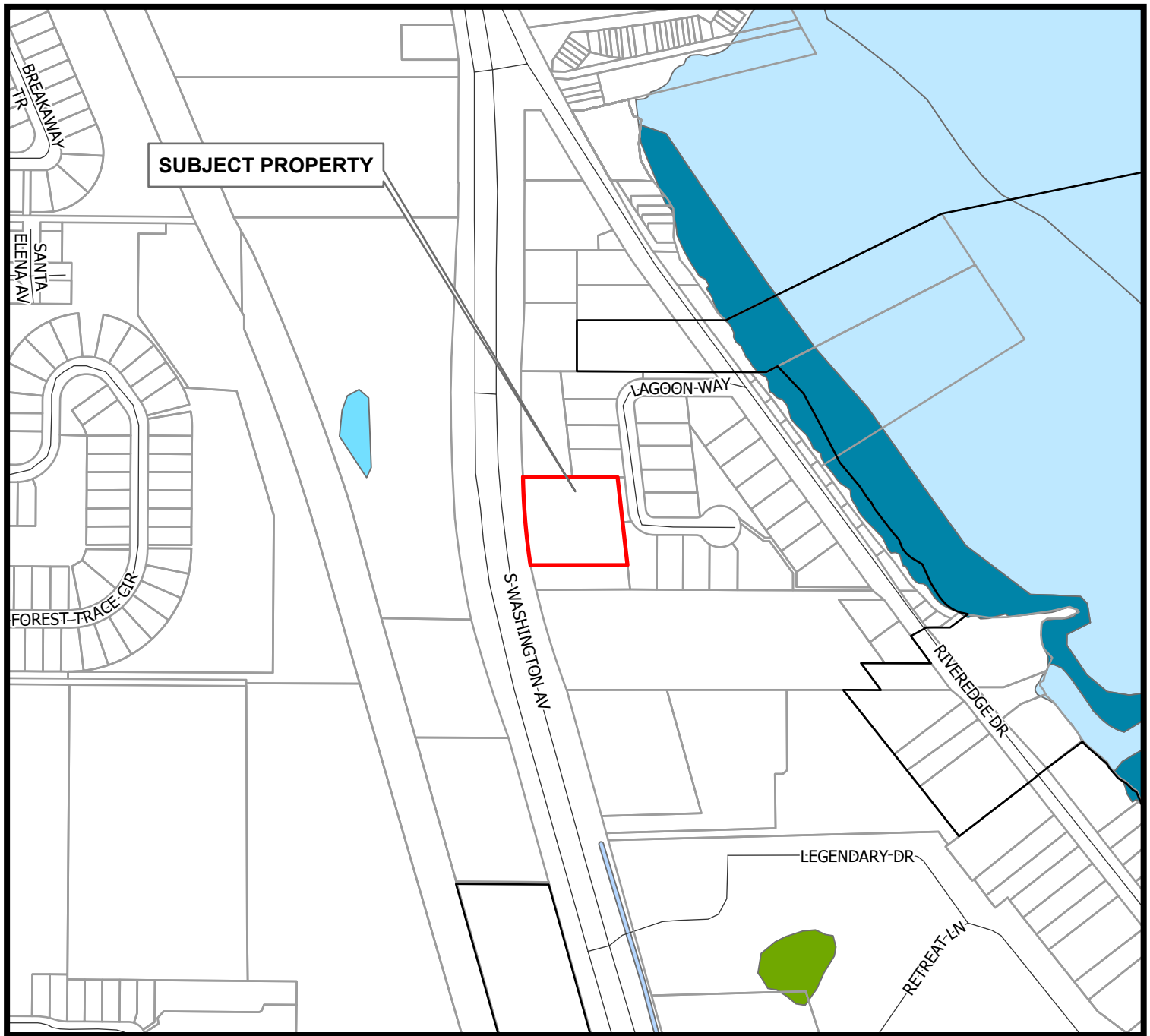


Community Development Department

0 250 500 1,000 Feet

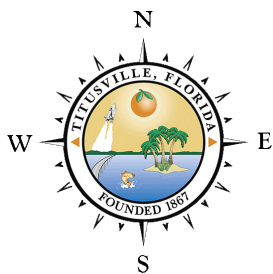
Soils data source: The U.S. Department of Agriculture, Natural Resources Conservation Service. (2019)

1/10/2025



WETLANDS IN VICINITY OF PROPERTY

CUP #1-2025



1/10/2025

Scale:1:5,000

WETLAND_TY

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland

- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

Community Development Department
Source: USFWS NWI (2023)

This data set represents the approximate location and type of wetlands and deepwater habitats. The primary intended use is for regional and watershed data display and analysis, rather than specific project data analysis.

Q:\GIS\Community Development\PLANNING\Planning Templates\ArcPro\Planning Maps\Planning Maps.aprx



Sec. 28-110. Childcare facility.

(a) *Districts where permitted.*

RE	RR	R-1A	R-1B		R-1C		R-2	R-3	RMH-1			RMH-2		RHP		
C	C	C	C		C		C	C	C			C				
HM	T	NC	CC		RC		OP	M-1	M-2			M-3		PID		
		L	L		L		L							C		
GU	OR	P	DMU				UMU	SMU	RMU					UV	IRCN	
			D	U	M	C			100	200	300	400	500			
C			C	C	C		L			C	C			C	L	C

(b) *Definition.* "Childcare facility." As defined by Section 402.302, Florida Statutes, as may be amended.

(c) *Standards for permitted uses with limitations.*

(1) In the Neighborhood Commercial (NC), Community Commercial (CC), Regional Commercial (RC), Office Professional (OP), and Urban Mixed-Use (UMU) zoning districts, childcare facilities:

- Shall be required to proceed through the conditional use permit process when located on a local street, or abutting property with a single-family zoning or use.
- Shall not be issued a business tax receipt until a license has first been obtained from the Florida Agency for Healthcare Administration and any other permitting agency as required by law including the provisions of these regulations.
- Shall provide a landscape buffer in accordance with Chapter 31, Article III, Division 10 on non-street property lines. Properties in the DMU zoning district shall provide landscaping pursuant to Chapter 31, Article III, Division 10.
- Shall set back all structures, playgrounds, and outdoor recreation areas a minimum of fifty (50) feet from any abutting residential zoning district or residential use, except mixed residential-commercial uses.
- Shall provide a passenger drop-off zone adjacent to the facility providing clear ingress and egress from parking and other areas.

(2) In the Indian River City-Commercial (IRCN-C) zoning district, childcare facilities:

- Shall not be issued a business tax receipt until a license has first been obtained from the Florida Agency for Healthcare Administration and any other permitting agency as required by law including the provisions of these regulations.
- Shall provide a passenger drop-off zone adjacent to the facility providing clear ingress and egress from parking and other areas.
- Shall set back all structures, playgrounds, and outdoor recreation areas a minimum of fifty (50) feet from any abutting residential zoning district or residential use, except mixed residential-commercial uses.

(d) *Standards for conditional uses.* These uses require public hearings.

-
- (1) In the Residential Estate (RE), Rural Residential (RR), Single-Family Low Density (R-1A), Single-Family Medium Density (R-1B), Single-Family High Density (R-1C), Multifamily Medium Density (R-2), Multifamily High Density (R-3), Residential Manufactured Housing (RMH-1), Residential Manufactured Housing Park (RMH-2), Planned Industrial Development (PID), General Use (GU), Downtown Mixed-Use (DMU), Downtown, Uptown, and Midtown sub-districts, Regional Mixed-Use 200 and 300 (RMU-200, RMU-300), and Urban Village (UV) zoning districts, childcare facilities may be approved by meeting the standards in (c)(1) above, and by obtaining a conditional use permit.
 - (2) In addition to the requirements in (c)(1) above, childcare facilities in the Urban Mixed-Use (UMU) zoning district shall be located on property that is adjoining to an intersection of Deleon Avenue or Park Avenue.
 - (3) In addition to the requirements in (c)(1) above, in the Indian River City Neighborhood-Residential (IRCN-R) zoning district, childcare facilities shall be on property adjacent to, and with access to, Knox McRae Drive and shall be on property that has a principal use of a church.

City of Titusville
"Gateway to Nature and Space"

REPORT

To: Members of the Planning and Zoning Commission
From: Brad Parrish, Community Development Director
Subject: **Odyssey Ridge - Final Plat**
Department/Office: Community Development

Recommended Action:

Approve the Final Plat, Covenants and Bonds for Odyssey Ridge subdivision.

Summary Explanation & Background:

Odyssey Ridge, formerly known as Sisson Road Townhomes, is a proposed 91-lot townhome subdivision located north of Timber Trace Apartments along Sisson Road that is currently under site construction. The sketch plat for Odyssey Ridge subdivision was approved by City Council on February 14, 2023.

The following are attached and require for approval:

- Final plat (mylar available at the meeting)
- Covenants
- Performance Bond
- Sidewalk Performance Bond

The final plat is consistent with the comprehensive plan, the preliminary plat and final plat requirements described in Chapter 34, Article III, Division "Plat" of the Code.

Staff reviewed the final plat for consistency with the comprehensive plan, land development regulations and recommends approval. Staff also reviewed the covenants and performance bonds and recommends acceptance.

The City Council will consider this item on June 10, 2025.

Alternatives:

1. Approve the final plat and associated documents as presented.
2. Do not approve the final plat and associated documents.

Item Budgeted:

Source/Use of Funds/Budget Book Page:

Strategic Plan:

Strategic Plan Impact:

ATTACHMENTS:

1. Final Plat
2. Declaration of Covenants
3. Odyssey - Performance Bond
4. Odyssey - Sidewalk Bond

ODYSSEY RIDGE

SHEET 1 OF 5

A PART OF LOTS 105, 106, 107, 108, 117, 118, 119, AND 120, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 27, RUN THENCE NORTH 89°43'04" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF SISON ROAD (A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH 0°01'18" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 605.01 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE NORTH 89°43'04" WEST A DISTANCE OF 1298.54 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LOT 117; THENCE NORTH 0°00'52" EAST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE AFORESAID LOT 108, A DISTANCE OF 510.01 FEET TO THE SOUTHEAST CORNER OF TRACT E OF THE PLAT OF OAK RIDGE TOWNHOMES, RECORDED IN PLAT BOOK 55, PAGE 29 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°43'04" EAST A DISTANCE OF 1298.22 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY LINE OF SISON ROAD; THENCE SOUTH 0°01'18" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 510.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 662,180 SQUARE FEET OR 15.202 ACRES, MORE OR LESS.

TRACT DESIGNATIONS				
TRACT	DESCRIPTION	SQ.FT.	ACRES	OWNED BY
LS-1	LIFT STATION	1,368	0.031	PUBLIC
OS-1	OPEN SPACE/BUFFER & TREE PRESERVATION	69,132	1.587	HOA
OS-2	OPEN SPACE & TREE PRESERVATION	10,999	0.253	HOA
OS-3	OPEN SPACE & TREE PRESERVATION	5,171	0.119	HOA
OS-4	OPEN SPACE & TREE PRESERVATION	19,261	0.442	HOA
OS-5	OPEN SPACE & TREE PRESERVATION	14,330	0.328	HOA
OS-6	OPEN SPACE & TREE PRESERVATION	15,283	0.351	HOA
OS-7	OPEN SPACE/BUFFER	2,959	0.068	HOA
SW-1	STORMWATER	57,028	1.309	HOA
SW-2	STORMWATER & TREE PRESERVATION	78,060	1.792	HOA
W-1	WALL/LANDSCAPE/UTILITY	655	0.015	HOA

LEGEND

- PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT, "PRM LB 6393", TO BE SET AT TIME OF FINAL PLATTING, SET IN ACCORDANCE WITH CHAPTER 177.091(7), FLORIDA STATUTES (UNLESS OTHERWISE NOTED)
- SET/FOUND MONUMENT, AS NOTED
- SET NAIL AND DISK PCP "LB 6393" (UNLESS OTHERWISE NOTED)
- RADIUS
- CENTRAL ANGLE (DELTA)
- CHORD DISTANCE
- CHORD BEARING
- ARC LENGTH
- CURVE TAG (SEE CORRESPONDING CURVE TABLE)
- CERTIFIED CORNER OF RECORD
- DRAINAGE EASEMENT
- DRAINAGE AND EMERGENCY ACCESS EASEMENT
- IDENTIFICATION
- LINE TAG (SEE CORRESPONDING LINE TABLE)
- LICENSED BUSINESS
- NON-RADIAL
- OVERALL DISTANCE
- OFFICIAL RECORDS BOOK
- PUBLIC ACCESS AND UTILITY EASEMENT
- POINT OF CURVATURE
- PRIVATE DRAINAGE EASEMENT
- PAGE(S)
- POINT OF INTERSECTION
- PERMANENT REFERENCE MONUMENT
- PROFESSIONAL SURVEYOR & MAPPER
- RADIUS POINT
- POINT OF TANGENCY
- SQUARE FEET
- UTILITY EASEMENT

SURVEYOR'S NOTES

- THE BEARINGS SHOWN HEREON ARE ASSUMED NORTH BASED ON THE WEST RIGHT-OF-WAY LINE OF SISON ROAD, WHICH BEARS SOUTH 0°01'18" EAST, ASSUMED.
- ALL LOT CORNERS AND CHANGES IN DIRECTION OF LOTS AND TRACTS SHALL BE MONUMENTED BY A 1/2" IRON ROD AND CAP STAMPED "ASM LB 6393" SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE SHOWN.
- ALL LOT LINES INTERSECTION CURVES ARE RADIAL UNLESS OTHERWISE SHOWN AS NON-RADIAL (NR).
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF A PUBLIC UTILITY, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (SECTION 177.091 (26), FLORIDA STATUTES).
- TRACT LS-1 (LIFT STATION) SHALL BE OWNED AND MAINTAINED BY THE CITY OF TITUSVILLE.
- TRACT OS-1 (OPEN SPACE/BUFFER & TREE PRESERVATION) SHALL BE OWNED AND MAINTAINED BY THE ODYSSEY RIDGE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION (HEREAFTER REFERRED TO AS THE "ASSOCIATION").
- TRACT OS-7 (OPEN SPACE/BUFFER) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACTS OS-2, OS-3, OS-4, OS-5 & OS-6 (OPEN SPACE & TREE PRESERVATION) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT SW-1 (STORMWATER) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION WITH AN EASEMENT HEREBY GRANTED TO THE CITY OF TITUSVILLE FOR INGRESS/EGRESS.
- TRACT SW-2 (STORMWATER & TREE PRESERVATION) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION WITH AN EASEMENT HEREBY GRANTED TO THE CITY OF TITUSVILLE FOR INGRESS/EGRESS.
- TRACT W-1 (WALL/LANDSCAPE/UTILITY) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- THE PUBLIC SIDEWALKS LOCATED WITHIN THE PUBLIC ACCESS AND UTILITY EASEMENT (PAUE) SHOWN HEREON SHALL BE MAINTAINED BY THE ASSOCIATION. THE PUBLIC ACCESS AND UTILITY EASEMENTS (PAUE) SHOWN HEREON ARE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC WITH MAINTENANCE OBLIGATIONS ASSIGNED TO THE ODYSSEY RIDGE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION.
- THE PRIVATE DRAINAGE EASEMENTS (PDE) SHOWN HEREON SHALL BE MAINTAINED BY THE ASSOCIATION.
- THE ACCESS EASEMENTS SHOWN HEREON ARE FOR THE EXCLUSIVE USE AND BENEFIT OF THE OWNER (THEIR SUCCESSORS AND/OR ASSIGNS) OF THE ADJACENT LOT OF WHICH THE ACCESS EASEMENT IS CONTIGUOUS TO (THE "BENEFITING LOTS"). THE BENEFITING LOTS ARE HEREBY GRANTED ACCESS AND MAINTENANCE RIGHTS OVER THAT PORTION OF THE ACCESS EASEMENT AS PREScribed BY THIS PLAT.
- ACCESS EASEMENTS IN FAVOR OF THE CITY OF TITUSVILLE ARE PROVIDED ACROSS ALL UTILITY EASEMENTS AND PRIVATE DRAINAGE EASEMENTS CREATED BY THIS PLAT FOR THE RIGHT, BUT NOT OBLIGATION, TO PERFORM MAINTENANCE OR EMERGENCY REPAIRS AT THE EXPENSE OF THE ASSOCIATION.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ODYSSEY RIDGE, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE PROPERTY SHOWN HEREON IS MULTIFAMILY HIGH DENSITY (R-3) ZONING WITH A FUTURE LAND USE DESIGNATION OF HIGH DENSITY RESIDENTIAL (HDR).

MINIMUM LOT SIZE - 2,000 SQ.FT.

MINIMUM LOT WIDTH - 20'

MINIMUM LOT DEPTH - 105'

BUILDING SETBACKS:

FRONT - 25'

SIDE CORNER - 20' (NOTE: UNITS ALONG THE SOUTHERN PROPERTY LINE ARE PROVIDED A 15' SIDE SETBACK (LOTS 54, 59, 60, 65, 66, 69, 70, AND 75)).

REAR - 25'

MINIMUM BUILDING SEPARATION - 20'

ONE-CAR DRIVEWAY WIDTHS ARE 8'

TWO-CAR DRIVEWAY WIDTHS ARE 16'

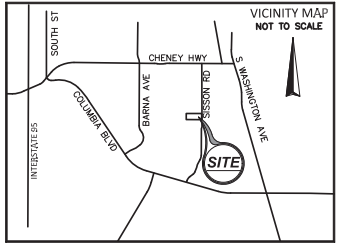
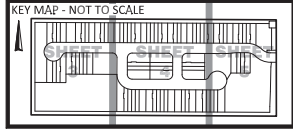
- ALL LOTS MEET THE ALLOWABLE MAXIMUM IMPERVIOUS COVER BASED ON THE APPROVED ODYSSEY RIDGE SUBDIVISION ENGINEERING PLANS SHEET C1.10 "AREA OF CRITICAL CONCERN IMPERVIOUS COVERAGE CALCULATIONS" TABULATED CALCULATIONS.
- THE LANDS DESCRIBED AND DEPICTED ON THIS PLAT IS SUBJECT TO CERTAIN MATTERS OF TITLE AS REPORTED BY THAT CERTAIN PROPERTY INFORMATION REPORT PRODUCED BY FIRST AMERICAN TITLE INSURANCE COMPANY (FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER 110295735), HAVING AN EFFECTIVE DATE OF JUNE 24TH, 2024. SAID TITLE MATTERS ARE LISTED BELOW:
- COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN FLORIDA SPECIAL WARRANTY DEED RECORDED DECEMBER 30, 1994 IN OFFICIAL RECORDS BOOK 3445, PAGE 4664, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. (AFFECTS, NOTHING TO PLOT)
- RECORD NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED OCTOBER 9, 2023 IN OFFICIAL RECORDS BOOK 9904, PAGE 142, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. (AFFECTS, NOTHING TO PLOT)

FURTHER SUBDIVISION OF ANY LOT SHOWN ON THIS PLAT AS SERVED BY A STREET SHALL BE PROHIBITED.

ALL OWNERS OF LAND INCLUDED BY THIS PLAT SHALL BE SUBJECT TO ANY ASSESSMENT OF COST REQUIRED TO CORRECT DEFICIENCIES CAUSED BY SUBSTANDARD CONSTRUCTION AND HOLD THE CITY OF TITUSVILLE HARMLESS FOR ANY ACCIDENT OR INJURY TO PERSONS OR PROPERTY THAT MAY RESULT THEREFROM.

SHEET INDEX

- SEE SHEET 1 OF 5 FOR LEGAL DESCRIPTION, LEGEND, SURVEYOR'S NOTES, CERTIFICATIONS, AND VICINITY MAP.
- SEE SHEET 2 OF 5 FOR OVERALL VIEW OF PLAT.
- SEE SHEETS 3-5 OF 5 FOR DETAILED VIEW OF PLAT.



221 Circle Drive, Maitland, FL 32751 Phone: 407-426-7979
LBN6393 nationaldue@geoservices.com

PLAT BOOK PAGE

SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST

ODYSSEY RIDGE

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "ODYSSEY RIDGE", LOCATED IN THE CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND HEREBY DEDICATES ALL PUBLIC RIGHT-OF-WAY, UTILITY EASEMENTS (UE) DRAINAGE EASEMENTS (DE), AND PUBLIC ACCESS AND UTILITY EASEMENTS (PAUE) TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF TITUSVILLE, FLORIDA.

TRACT LS-1 (LIFT STATION) AS SHOWN HEREON IS DEDICATED TO THE CITY OF TITUSVILLE, FLORIDA.

IN WITNESS WHEREOF, OWNER, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AFFIXED HERETO ON THIS _____ DAY OF _____, 2024.

BY: PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME TITLE

WITNESS PRINT NAME

WITNESS PRINT NAME

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024 BY _____ AS _____ OF PARK SQUARE ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA

PRINTED NAME

MY COMMISSION EXPIRES: _____

COMMISSION #: _____

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

LYNN E. SANDERS, P.S.M. 4863 DATE _____
REVIEWING SURVEYOR FOR THE CITY OF TITUSVILLE

CERTIFICATE OF APPROVAL BY MUNICIPALITY

ATTEST: THIS IS TO CERTIFY THAT ON _____ THE TITUSVILLE CITY COUNCIL APPROVED THE FOREGOING PLAT.

MAYOR

CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____ AT _____.

FILE NUMBER _____

CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA
BY: _____ D.C.

CERTIFICATE OF SURVEYOR AND MAPPER
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER CERTIES THAT I HAVE PREPARED THE FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED WITHIN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA.
SIGNED: _____ DATED: _____
E. GLENN TURNER, PSM FLORIDA REGISTRATION NO. 5643
AMERICAN SURVEYING AND MAPPING, INC.
REGISTRATION NUMBER L.B. NO. 6393
221 CIRCLE DRIVE, MAITLAND, FLORIDA 32751
ORLANDO, FLORIDA 32803 (407) 426-7979

ODYSSEY RIDGE

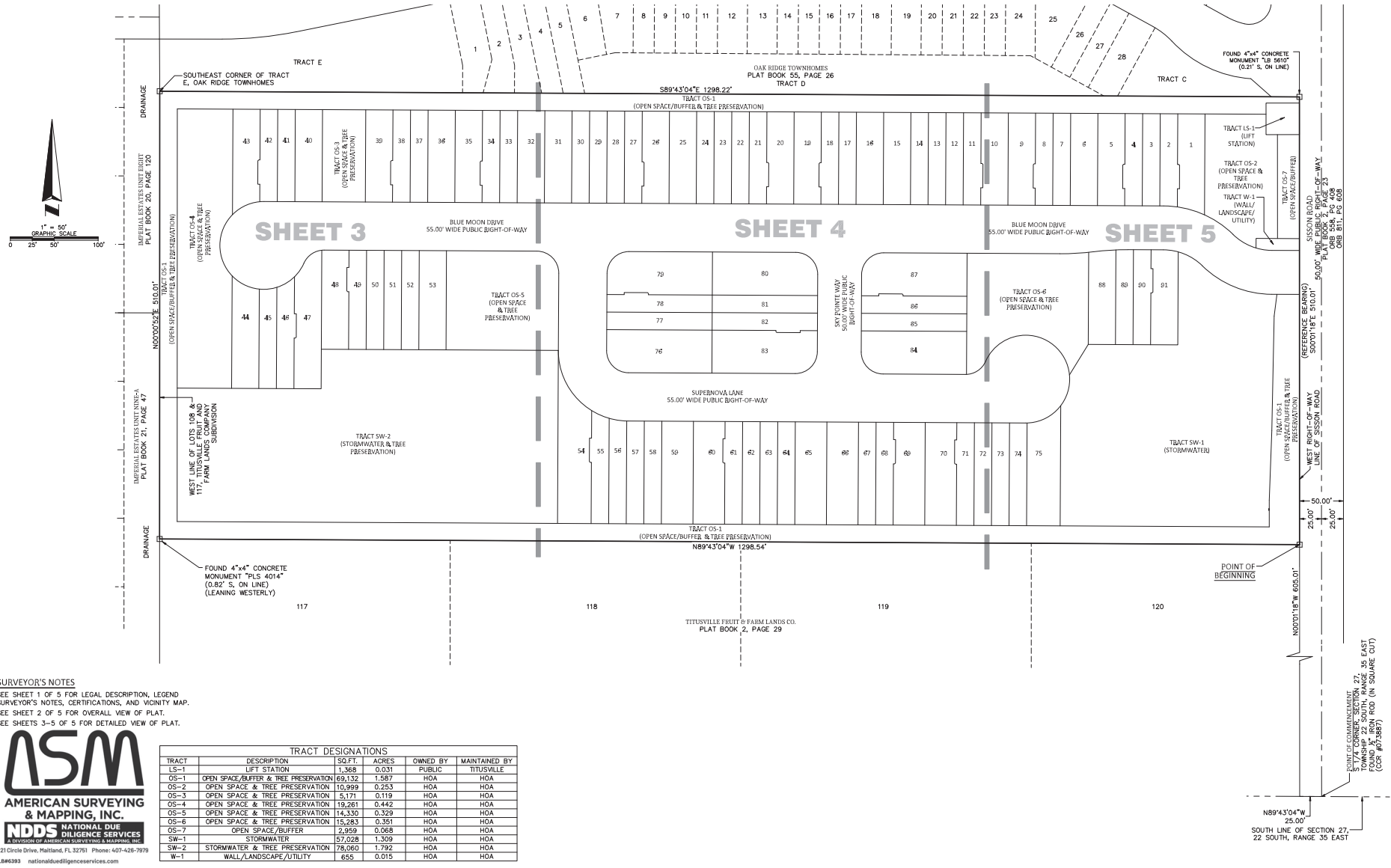
SHEET 2 OF 5

PLAT BOOK

PAGE

SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST

A PART OF LOTS 105, 106, 107, 108, 117, 118, 119, AND 120, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA



SURVEYOR'S NOTES

SEE SHEET 1 OF 5 FOR LEGAL DESCRIPTION, LEGEND
SURVEYOR'S NOTES, CERTIFICATIONS, AND VICINITY MAP.
SEE SHEET 2 OF 5 FOR OVERALL VIEW OF PLAT.
SEE SHEETS 3-5 OF 5 FOR DETAILED VIEW OF PLAT.



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ODYSSEY RIDGE

SHEET 3 OF 5

PLAT BOOK
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST

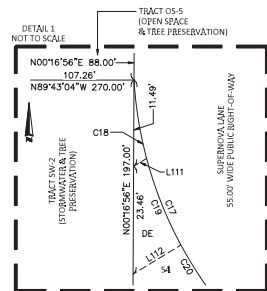
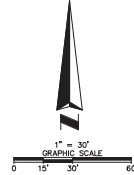
PAGE

A PART OF LOTS 105, 106, 107, 108, 117, 118, 119, AND 120, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

Curve #	Radius	Delta	Chord	Chord Bearing	Length
C1	50.00'	93°30'17"	4.90'	S87°31'56"W	4.90'
C2	50.00'	40°14'28"	34.40'	S64°36'38"W	35.11'
C3	50.00'	47°10'24"	55.32'	S10°54'20"W	58.62'
C4	50.00'	21°14'07"	18.42'	S33°19'15"E	18.54'
C5	50.00'	40°14'28"	34.40'	S64°02'44"E	35.11'
C6	50.00'	23°12'17"	20.11'	N84°18'03"E	20.25'
C7	50.00'	27°02'08"	23.37'	N59°08'52"E	23.59'
C8	50.00'	21°44'12"	18.86'	N34°43'44"E	18.97'
C9	25.00'	44°52'18"	17.36'	S57°04'17"W	26.80'
C10	25.00'	60°20'09"	25.18'	S54°06'42"W	26.40'
C11	25.00'	59°05'09"	2.58'	S87°19'21"W	2.58'
C12	50.00'	41°40'00"	35.63'	S69°24'32"W	36.44'
C13	25.00'	90°02'00"	35.36'	N44°43'04"W	39.27'
C14	25.00'	90°05'00"	35.36'	S45°16'56"W	39.27'
C15	25.00'	90°02'00"	35.36'	S44°43'04"E	39.27'
C16	52.50'	90°05'00"	74.20'	S44°43'04"E	82.47'
C17	80.00'	90°05'00"	113.14'	S44°43'04"E	125.68'
C18	80.00'	75°43'58"	11.04'	S03°40'33"E	11.00'
C19	80.00'	14°31'07"	20.82'	S10°00'36"E	20.88'
C20	80.00'	35°14'12"	48.62'	S49°10'17"E	48.84'
C21	80.00'	10°40'48"	21.82'	S89°07'28"E	21.89'
C22	80.00'	14°31'07"	20.22'	S81°13'31"E	20.28'

Line #	Direction	Length
L1	N89°07'00"E	14.86'
L2	S89°43'04"E	1.33'
L3	N45°16'56"E	1.41'
L4	N00°16'56"E	2.33'
L5	N89°43'04"W	2.33'
L6	S00°16'56"W	2.33'
L7	S89°43'04"E	10.00'
L8	S00°16'56"W	19.13'
L9	N00°16'56"E	42.12'
L10	S89°43'04"E	2.33'
L11	S00°16'56"W	26.67'
L12	S45°16'56"E	1.41'
L13	N89°43'04"E	1.33'
L14	S89°43'04"E	1.33'
L15	S44°43'04"E	1.41'

Line #	Direction	Length
L16	S00°16'56"W	26.67'
L17	N89°43'04"W	2.33'
L18	S89°43'04"E	19.66'
L19	S89°43'04"E	2.33'
L20	S00°16'56"W	27.67'
L21	N89°43'04"W	2.33'
L22	N00°16'56"E	1.33'
L23	N89°43'04"E	2.33'
L24	N00°16'56"E	2.33'
L25	S89°43'04"E	7.36'
L26	N00°16'56"E	2.33'
L27	N89°43'04"W	2.33'
L28	S89°43'04"E	2.33'
L29	N00°16'56"E	2.33'
L30	N00°16'56"E	26.67'
L31	N89°43'04"E	1.33'

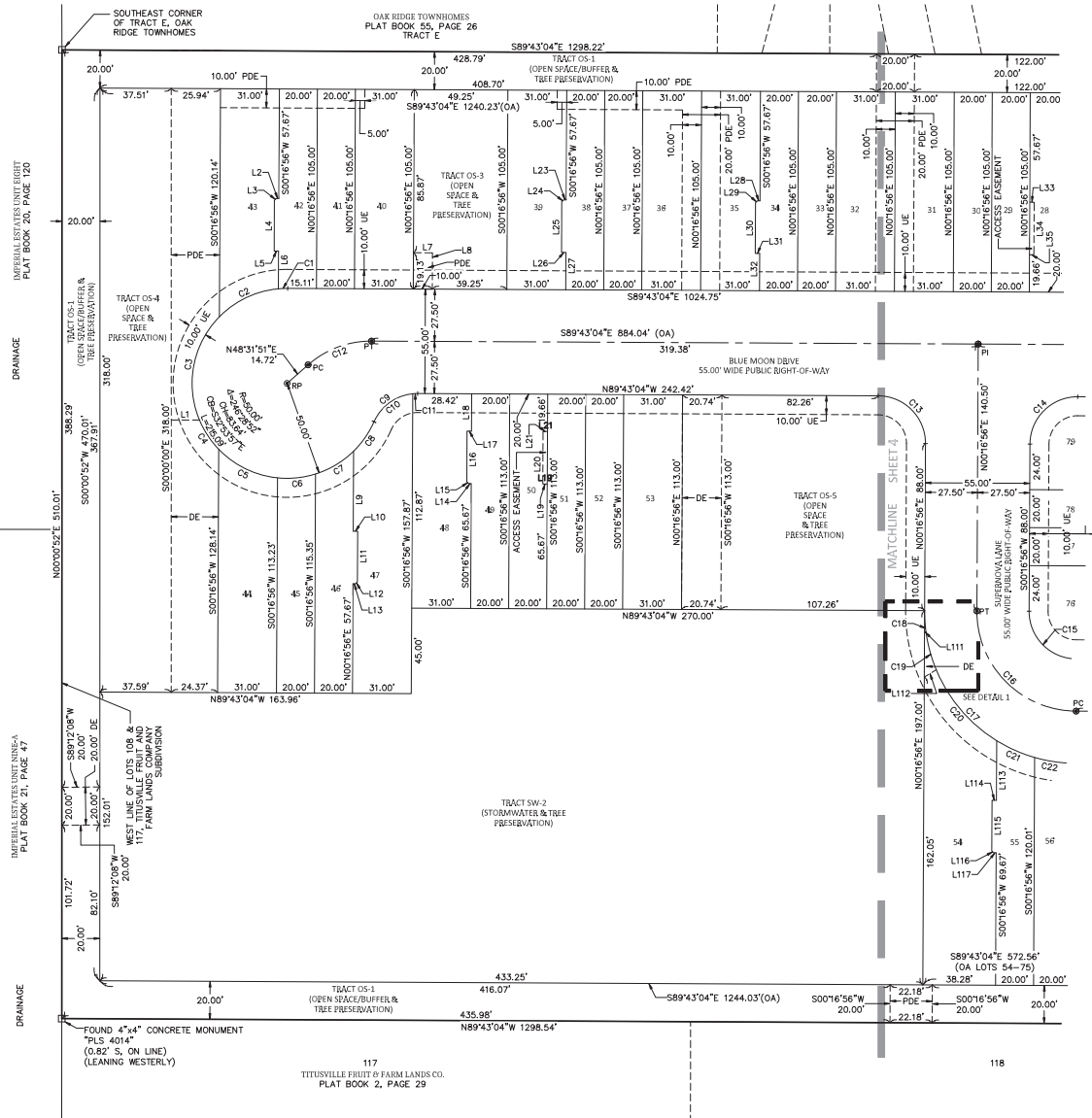
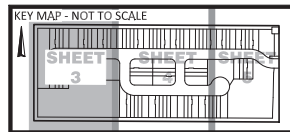


SURVEYOR'S NOTES

SEE SHEET 1 OF 5 FOR LEGAL DESCRIPTION, LEGEND, SURVEYOR'S NOTES, CERTIFICATIONS, AND VICINITY MAP.
SEE SHEET 2 OF 5 FOR OVERALL VIEW OF PLAT.
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ODYSSEY RIDGE

SHEET 4 OF 5

PLAT BOOK
SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST

PAGE

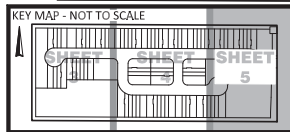
A PART OF LOTS 105, 106, 107, 108, 117, 118, 119, AND 120, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA

Line #	Direction	Length
L23	S44°45'00"E	8.60'
L24	S43°55'00"W	14.00'
L28	S89°43'04"E	1.33'
L29	N45°16'56"E	1.41'
L30	N00°16'56"E	26.67'
L31	N89°43'04"E	2.33'
L32	S00°16'56"W	19.68'
L33	N89°43'04"E	2.33'
L34	N00°16'56"E	27.67'
L37	N89°43'04"E	1.33'
L38	N44°43'04"E	1.41'
L39	N00°16'56"E	26.67'
L40	S89°43'04"E	2.33'
L41	N00°16'56"E	19.68'
L42	N89°43'04"E	2.33'
L43	N00°16'56"E	27.67'
L44	S89°43'04"E	2.33'
L46	N89°43'04"E	1.33'
L47	N44°43'04"E	1.41'
L48	N00°16'56"E	26.67'
L49	S89°43'04"E	2.33'
L50	N00°16'56"E	19.68'
L51	S89°43'04"E	1.33'
L52	N45°16'56"E	1.41'
L53	N00°16'56"E	26.67'
L54	N89°43'04"E	2.33'
L55	S00°16'56"W	19.68'
L56	N89°43'04"E	2.33'
L57	N00°16'56"E	27.67'
L58	S89°43'04"E	2.33'
L60	N89°43'04"E	1.41'
L62	N00°16'56"E	26.67'
L63	S89°43'04"E	2.33'
L64	N00°16'56"E	19.68'
L65	S89°43'04"E	1.33'
L66	N45°16'56"E	1.41'
L67	N00°16'56"E	26.67'
L68	N89°43'04"E	2.33'
L69	N00°16'56"E	19.68'
L70	N89°43'04"E	1.33'
L71	N44°43'04"E	1.41'
L72	N00°16'56"E	26.67'
L73	S89°43'04"E	2.33'
L74	N00°16'56"E	19.68'
L75	S89°43'04"E	1.33'
L76	N45°16'56"E	1.41'
L77	N00°16'56"E	26.67'
L78	N89°43'04"E	2.33'
L79	N00°16'56"E	19.68'
L80	N89°43'04"E	1.33'
L81	N44°43'04"E	1.41'
L82	N00°16'56"E	26.67'
L83	S89°43'04"E	2.33'
L84	N00°16'56"E	19.68'
L85	S89°43'04"E	1.33'
L86	N45°16'56"E	1.41'
L87	N00°16'56"E	26.67'
L88	N89°43'04"E	2.33'
L89	N00°16'56"E	19.68'
L90	N89°43'04"E	1.33'
L91	N44°43'04"E	1.41'
L92	N00°16'56"E	26.67'
L93	S89°43'04"E	2.33'
L94	N00°16'56"E	19.68'
L95	S89°43'04"E	1.33'
L96	N45°16'56"E	1.41'
L97	N00°16'56"E	26.67'
L98	N89°43'04"E	2.33'
L99	N00°16'56"E	19.68'
L100	N89°43'04"E	1.33'
L101	N44°43'04"E	1.41'
L102	N00°16'56"E	26.67'
L103	S89°43'04"E	2.33'
L104	N00°16'56"E	19.68'
L105	S89°43'04"E	1.33'
L106	N45°16'56"E	1.41'
L107	N00°16'56"E	26.67'
L108	N89°43'04"E	2.33'
L109	N00°16'56"E	19.68'
L110	N89°43'04"E	1.33'
L111	N44°43'04"E	1.41'
L112	N00°16'56"E	26.67'
L113	S89°43'04"E	2.33'
L114	N00°16'56"E	19.68'
L115	S89°43'04"E	1.33'
L116	N45°16'56"E	1.41'
L117	N00°16'56"E	26.67'
L118	N89°43'04"E	2.33'
L119	N00°16'56"E	19.68'
L120	N89°43'04"E	1.33'
L121	N44°43'04"E	1.41'
L122	N00°16'56"E	26.67'
L123	S89°43'04"E	2.33'
L124	N00°16'56"E	19.68'
L125	S89°43'04"E	1.33'
L126	N45°16'56"E	1.41'
L127	N00°16'56"E	26.67'
L128	N89°43'04"E	2.33'
L129	N00°16'56"E	19.68'
L130	N89°43'04"E	1.33'
L131	N44°43'04"E	1.41'
L132	N00°16'56"E	26.67'
L133	S89°43'04"E	2.33'
L134	N00°16'56"E	19.68'
L135	S89°43'04"E	1.33'
L136	N45°16'56"E	1.41'
L137	N00°16'56"E	26.67'
L138	N89°43'04"E	2.33'
L139	N00°16'56"E	19.68'
L140	N89°43'04"E	1.33'
L141	N44°43'04"E	1.41'
L142	N00°16'56"E	26.67'
L143	S89°43'04"E	2.33'
L144	N00°16'56"E	19.68'
L145	S89°43'04"E	1.33'
L146	N45°16'56"E	1.41'
L147	N00°16'56"E	26.67'
L148	N89°43'04"E	2.33'
L149	N00°16'56"E	19.68'
L150	N89°43'04"E	1.33'
L151	N44°43'04"E	1.41'
L152	N00°16'56"E	26.67'
L153	S89°43'04"E	2.33'
L154	N00°16'56"E	19.68'
L155	S89°43'04"E	1.33'
L156	N45°16'56"E	1.41'
L157	N00°16'56"E	26.67'
L158	N89°43'04"E	2.33'
L159	N00°16'56"E	19.68'
L160	N89°43'04"E	1.33'
L161	N44°43'04"E	1.41'
L162	N00°16'56"E	26.67'
L163	S89°43'04"E	2.33'
L164	N00°16'56"E	19.68'
L165	S89°43'04"E	1.33'
L166	N45°16'56"E	1.41'
L167	N00°16'56"E	26.67'
L168	N89°43'04"E	2.33'
L169	N00°16'56"E	19.68'
L170	N89°43'04"E	1.33'
L171	N44°43'04"E	1.41'
L172	N00°16'56"E	26.67'
L173	S89°43'04"E	2.33'
L174	N00°16'56"E	19.68'
L175	S89°43'04"E	1.33'
L176	N45°16'56"E	1.41'
L177	N00°16'56"E	26.67'
L178	N89°43'04"E	2.33'
L179	N00°16'56"E	19.68'
L180	N89°43'04"E	1.33'
L181	N44°43'04"E	1.41'
L182	N00°16'56"E	26.67'
L183	S89°43'04"E	2.33'
L184	N00°16'56"E	19.68'
L185	S89°43'04"E	1.33'
L186	N45°16'56"E	1.41'
L187	N00°16'56"E	26.67'
L188	N89°43'04"E	2.33'
L189	N00°16'56"E	19.68'
L190	N89°43'04"E	1.33'
L191	N44°43'04"E	1.41'
L192	N00°16'56"E	26.67'
L193	S89°43'04"E	2.33'
L194	N00°16'56"E	19.68'
L195	S89°43'04"E	1.33'
L196	N45°16'56"E	1.41'
L197	N00°16'56"E	26.67'
L198	N89°43'04"E	2.33'
L199	N00°16'56"E	19.68'
L200	N89°43'04"E	1.33'

Curve Table						
Curve #	Radius	Delta	Chord	Chord Bearing	Length	
C13	25.00'	90°00'00"	35.36'	N44°43'04"W	39.27'	
C14	25.00'	90°00'00"	35.36'	S45°16'56"W	39.27'	
C15	25.00'	90°00'00"	35.36'	S44°43'04"E	39.27'	
C16	82.50'	90°00'00"	74.20'	S44°43'04"E	125.68'	
C17	80.00'	90°00'00"	113.14'	S44°43'04"E	82.47'	
C18	80.00'	75°58'11"	11.04'	S09°07'30"E	11.05'	
C19	80.00'	145°10'10"	20.82'	S10°06'36"E	20.88'	
C20	80.00'	35°16'52"	49.04'	S40°26'30"E	49.84'	
C21	80.00'	145°10'10"	20.82'	S89°13'04"E	21.89'	
C22	80.00'	145°10'10"	20.82'	S89°13'04"E	20.36'	
C23	74.61'	119°13'17"	1.72'	S89°07'30"E	1.72'	
C24	25.00'	90°00'00"	35.36'	N44°43'04"W	39.27'	
C25	25.00'	90°00'00"	35.36'	N44°43'04"W	39.27'	
C26	25.00'	90°00'00"	35.36'	N44°43'04"W	39.27'	
C27	25.00'	90°00'00"	35.36'	N44°43'04"W	39.27'	
C28	50.00'	47°09'37"	40.13'	N89°37'27"E	41.29'	
C29	25.00'	69°25'18"	27.39'	N57°04'17"E	28.88'	
C30	25.00'	242°26'11"	1.18'	N05°05'43"E	1.18'	
C31	25.00'	63°42'52"	26.39'	N05°03'04"E	27.80'	
C32	50.00'	40°08'33"	63.64'	N32°53'57"W	215.10'	
C33	50.00'	110°22'51"	81.85'	S78°52'44"E	86.03'	
C34	50.00'	42°36'13"	34.73'	N25°06'43"W	35.47'	
C35	50.00'	42°36'13"	36.33'	N15°01'41"E	37.18'	
C36	50.00'	51°08'41"	43.18'	N62°43'38"E	44.65'	
C37	50.00'	202°01'17"	1.77'	N89°19'29"E	1.77'	
C38	424	300.00'	75°40'00"	36.75'	N54°43'04"E	38.76'
C39	424	300.00'	175°05'00"	6.50'	N89°29'24"E	6.50'
C40	424	300.00'	349°38'10"	20.04'	N87°28'10"E	20.04'
C41	424	300.00'	172°41'11"	6.34'	N89°39'52"E	6.34'
C42	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
C43	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
C44	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
C45	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
C46	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
C47	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
C48	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
C49	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'
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C100	424	300.00'	190°43'58"	5.82'	N87°28'10"E	5.82'

PAGE

A PART OF LOTS 105, 106, 107, 108, 117, 118, 119, AND 120, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 35 EAST, CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA



**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
ODYSSEY RIDGE**

Prepared by and Return to:
Gary M. Kaleita, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802-2809

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Section 10.05 Common Roofs.....50

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A. Shared Portions of Roof. In most instances the Owner of a Townhome Residential Unit also owns the Individual Roof above that Townhome Residential Unit and is responsible for the repairs, maintenance and.....50

B. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.50

C. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Common Roof shall be shared equally by the Owners of the applicable Lots who make use of the Common Roof and shall be a lien against their respective Lots as provided hereafter.50

D. Repair and Restoration.50

E. Easement for Repair, Maintenance and Replacement of Common Roof. Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner making use of a Common Roof a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Roof.51

Section 10.06 Party Walls51

. 51

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.51

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the wall and shall be a lien against their respective Lots as provided hereafter.51

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Party Wall is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore, repair or replace said Party Wall, using the applicable

proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Party Wall shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Party Wall during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Party Wall shall have the right to enter the Townhome Residential Unit of another Owner sharing that Party Wall, without notice, to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.06 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.....51

D. Weatherproofing. Notwithstanding any other provision of this Section 10.06, any Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.....52

E. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner sharing a Party Wall a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing any Party Wall.....52

F. Additional Maintenance and Services. The Association may provide such additional services and maintenance with respect to Townhome Residential Buildings and Townhome Residential Units as the Association, in the reasonable discretion of the Board of Directors, deems necessary or desirable in order to address maintenance, repair, appearance, or other issues specific to Townhome Residential Buildings or Townhome Residential Units. Declarant hereby grants to the Association a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of performing any Townhome Residential Building Maintenance.....52

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Notwithstanding the foregoing, nothing contained in this Declaration shall be interpreted to authorize any actions, waivers, variances, exceptions or other decisions by the Declarant, the ARB, the Association, the Owners or any other group or person which would violate the City of Titusville Land Development Regulations, or Code of Ordinances, or any local, state or federal ordinances, laws or regulations.	63

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
ODYSSEY RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ODYSSEY RIDGE ("Declaration") is made as of the ____ day of _____, 2024, by **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 ("Declarant").

WITNESSETH:

WHEREAS, the Declarant, on the date hereof, owns all of the real property located in Brevard County, Florida, described in **Exhibit "A"** attached hereto and described herein as the "Property," subject to those dedications set forth on the "Plat" as described herein and other matters of record; and

WHEREAS, the Declarant intends to develop the Property as a community of single-family attached townhomes with recreational facilities and other amenities, subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, the Declarant desires to subject the Property to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, easements, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. The covenants, conditions, easements, restrictions, reservations, liens and charges set forth herein shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the Property.

ARTICLE 1 - DEFINITIONS

Section 1.01 **Definitions.** The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. “Additional Property” shall mean and refer to any real property, other than the real property described in Exhibit “A” attached hereto, which is made subject to the provisions of this Declaration and added to the Property, as provided in Section 2.02 below.

B. “Architectural Review Board” and/or “ARB” shall mean the committee established and described in Article 7 hereof.

C. “Articles” shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time. A copy of the current Articles of Incorporation of the Association is attached as Exhibit “C” hereto. Such Articles can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records of the County.

D. “Association” shall mean and refer to ODYSSEY RIDGE HOMEOWNERS’ ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

E. “Board” or “Board of Directors” shall mean the board of directors of the Association.

F. “Bylaws” shall mean and refer to the Bylaws of the Association as they may exist from time to time. A copy of the current Bylaws of the Association are attached as Exhibit “D” hereto. Such Bylaws can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records of the County.

G. “City” or “City of Titusville” means City of Titusville, Florida, a municipality and political subdivision of the State of Florida.

H. “Common Expenses” shall mean and refer to expenditures for (i) the installation, construction, maintenance, repair, replacement and operation of the Common Property, Open Space, Public Areas, easement areas, Townhome Residential Unit Insured Property and any and all other similar property for which the Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Association with respect to Common Property, Open Spaces, Public Areas (if any) or otherwise, (iii) obtaining and maintaining the Association Townhome Residential Building Insurance in accordance with Section 10.03 of this Declaration, and (iv) the performance of any and all other rights and/or obligations which the Association may be required or permitted to perform pursuant to the terms of the Articles, Bylaws, this Declaration or by law, whether set forth herein explicitly or implicitly.

I. “Common Property” and/or “Common Area” shall mean and refer to those tracts of land, together with any and all improvements from time to time located thereon, which are actually and specifically dedicated or deeded to the Association and designated in said dedication or deed as “Common Property” or “Common Area,” or tracts of land which are a part of the Property and which are identified as “Common Property” or “Common Area” for the benefit of the Property, or are identified as property to be conveyed to the Association, on a final plat recorded by Declarant in the public records of the County. The term “Common Property” shall also include any personal property acquired by the Association if said property is designated as “Common Property” by the Board, and shall also include easement rights which may be specifically created for the benefit of the Property and/or its Owners or

specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. The Common Property shall initially include Tract OS-1 (Open Space/Buffer and Tree Conservation), Tract OS-7 (Open Space/Buffer), Tracts OS-2 through OS-6 (Open Space and Tree Preservation, Tract SW-1 (Stormwater), Tract SW-2 (Stormwater and Tree Preservation), and Tract W-1 (Wall/Landscape/Utility), the Private Drainage Easements (PDE), and the Public Access and Utility Easements (PAUE) as depicted on the Plat, the Wall Easements as described in Section 5.04 hereof, the Landscape Easements described in Section 5.12 hereof, the Sidewalk Easements described in Section 5.13 hereof, and as shown on the Plat (if any), which may be dedicated to or required to be maintained by the Association by the Plat, by a subsequent instrument executed and recorded by the Declarant or the Association, or a subsequent agreement with the county or municipal government having jurisdiction over the Property. Any such Tract or easement may be dedicated and conveyed by Declarant to the Association subject to such reserved rights of Declarant (including lease, occupancy, maintenance and other rights as may be reserved by Declarant in its sole discretion), to the extent permitted by applicable governmental authorities. The Association shall accept any such dedication and conveyance by the Declarant to the Association.

J. “Common Roof” means and refers to the exterior roof covering a group of attached Townhome Residential Units, including all components thereof and its supporting structure.

K. “Conservation Easement Areas” shall mean any area which may be designated from time to time by Declarant to be set aside for conservation purposes by any Supplemental Declaration or other document recorded in the Public Records of the County. The Conservation Easement Areas (if any) are a part of the Common Property.

L. “County” or “Brevard County” means Brevard County, Florida, a charter county and political subdivision of the State of Florida.

M. “Declarant” shall mean PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant’s successors and assigns, but only to the extent specifically so identified by an instrument in writing executed and recorded by the then Declarant.

N. “Declaration” shall mean this Declaration of Covenants, Conditions, Easements and Restrictions for ODYSSEY RIDGE.

O. “Dedicated Area” shall mean and refer to all street rights-of-way, easements and other real property or facilities serving the Property which are dedicated to the public, Municipal Services Benefit Unit, the County or any municipality either by written instrument recorded among the Public Records of the County or on any Plat of the Property, subject to the dedication set forth in said instrument or on said Plat.

P. “District” and/or “Water Management District” shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

Q. “District Permit” and/or “Water Management District Permit” shall mean and refer to the Environmental Resource or Surface Water Management Permit issued with respect to the Property by the District as Permit No. 196990-1, as modified from time to time with the approval of the District.

R. “Drainage Area(s)” shall mean and refer to all of such areas, including easement areas, so designated by the Declarant or its successors and assigns on the Plat, or in any drainage easements, dedications or restrictions made or imposed pursuant to applicable ordinances, laws, rules or regulations of governmental authorities, including, without limitation, the District; provided, however, that any description on any Plat which refers to any area of land as a Drainage Area shall only be construed as the then intention of the Declarant at the time of the recording of the Plat as to the proposed future use of such area of land, which intention shall not be binding upon Declarant but may be modified or changed by Declarant in the exercise of Declarant’s sole and absolute discretion, to the extent permitted by applicable governmental authorities.

S. “Individual Roof” means and refers to the exterior roof covering an individual Townhome Residential Unit, including all components thereof and its supporting structure.

T. “Institutional Lender” shall mean and refer to (i) a lender holding a mortgage encumbering the Property, or (ii) the owner and holder of a mortgage encumbering a Townhome Residential Unit or Lot or Residential Property which is a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking association, an agency of the United States government, private or public pension fund, Veteran’s Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

U. “Lot” shall mean any parcel of land shown on the Plat upon which a Townhome Residential Unit is constructed or upon which a Townhome Residential Unit may be constructed, together with all improvements located thereon from time to time.

V. “Maintenance” shall mean, but not be limited to, the following: cleanup, landscaping, irrigation and grounds care; maintenance of drainage swales; painting and structural upkeep of improved Common Property, recreational facilities, roads, walls, entry features and rights of way; cleaning, painting and structural upkeep of Townhome Residential Buildings, other improved properties, roads, walls, entry features and rights of way; initial termite control service for Townhome Residential Buildings; and repair and all other such functions incidental to the services of the Association.

W. “Member” shall mean and refer to a member of the Association, consisting of any Owner of a Lot other than the Association itself.

X. “Open Space” shall mean an exterior open area, if any, within the Property (not including open area on any Lot) from the ground upward devoid of residential buildings and accessory structures; except however, those buildings and structures or areas used exclusively for recreational purposes may be included in the Open Space.

Y. “Owner” shall mean and refer to the owner (whether it be the Declarant, one or more persons, firms or legal entities), as shown by the records of the Association, of fee simple title to any Lot, Townhome Residential Unit, Residential Property or other real property (other than Common Property) located within the Property. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner.

Z. “Party Sidewalk” means and refers to a sidewalk which is located on each side of the common boundary line of two (2) adjoining Lots and which is used as a shared route of access to each of the Townhome Residential Units located on the adjoining Lots.

AA. “Party Wall” means and refers to the common wall separating one Townhome Residential Unit from another Townhome Residential Unit in the same Townhome Residential Building.

BB. “Plat” shall mean and refer to the Plat of ODYSSEY RIDGE, as recorded in the Public Records of Brevard County, Florida, and any and all other recorded plats or replats of all or any portion of the Property, as the same may be changed, amended, replatted and/or otherwise modified from time to time, in whole or in part. Notwithstanding anything herein to the contrary, Declarant reserves the right to make such modifications to any part of the Property owned by the Declarant as the Declarant deems necessary and/or desirable, including, but not limited to, changing the location, size, dimensions and number of Tracts within the initial Plat and/or any and all future Plats, to the extent permitted by applicable governmental authorities.

CC. “Property” shall mean and include the real property described in **Exhibit “A”** attached hereto.

DD. “Public Areas” shall mean areas (if any) within the Property dedicated for use by the general public and not limited to use by residents of the Property.

EE. “Residential Property” shall mean any parcel of land located within the Property intended for use as a site for more than one Townhome Residential Unit but which has not been further platted or subdivided into Lots by virtue of a recorded subdivision Plat.

FF. “Surface Water Management System” and/or “Stormwater Management System” means a system located on the Property and, to the extent required, on adjacent property, which is designed and constructed or implemented pursuant to the District Permit to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C., as applicable and includes, without limitation, Drainage Areas. The Surface Water Management System and/or Stormwater Management System is a part of the “Surface Water Management System” or “SWM System” to be operated and maintained by the Association pursuant to the Declaration.

GG. “Townhome Residential Building” means and refers to a building containing attached Townhome Residential Units.

HH. “Townhome Residential Unit” shall mean and refer to that portion of a Townhome Residential Building located on a platted and developed Lot, which has thereon a single family attached townhome dwelling for which a certificate of occupancy has been issued by the appropriate governmental authorities.

II. “Townhome Residential Unit Building Deductible” shall mean and refer to the amount of the deductible applicable to and payable for a particular Townhome Residential Building under the Association Townhome Residential Building Insurance due to an insured casualty or loss.

JJ. “Townhome Residential Unit Shared Elements” means and refers to the Party Walls, Common Roofs and all other improvements serving multiple Townhome Residential Units, which may include, without limitation, improvements for which the costs of repair may not be practically or reasonably allocated to a specific Townhome Residential Unit(s), as determined by the Association.

KK. “Townhome Residential Unit-Unit Damage Allocation” shall mean and refer to the total repair costs allocated to a particular Townhome Residential Unit due to a casualty to a Townhome Residential Building, which shall be the lesser of: (i) the Townhome Residential Unit-Unit Deductible; and (ii) the actual cost of repairing the damage sustained to the improvements on such Townhome Residential Unit including, without limitation, the costs to repair any Townhome Residential Unit Shared Elements.

LL. “Townhome Residential Unit-Unit Deductible” means and refers to the deductible applicable to each Townhome Residential Unit, which shall be determined by dividing the Townhome Residential Unit Building Deductible by the average number of Townhome Residential Units in Townhome Residential Buildings, as determined by the Board from time-to-time.

MM. “Townhome Residential Unit-Unit Deductible Reserve” shall mean and refer to those funds which may be collected as part of the townhome assessments as a Common Expense for the purpose of funding deductibles, as more particularly described in Section 10.03I herein below, for future casualties or losses covered by the Association Townhome Residential Building Insurance.

NN. “Tract” shall mean any portion of the Property established as a Tract in any Plat.

OO. “Visible from Neighboring Property” shall mean that an object or portion of an object is or would be visible to a person six feet (6') tall standing on a neighboring Lot, Tract, Common Area, street or other portion of the Property at an elevation not greater than the elevation at the base of the object being viewed.

ARTICLE 2 - PROPERTY SUBJECT TO DECLARATION

Section 2.01 Existing Property. The real property initially subject to this Declaration is the Property described in **Exhibit “A”**.

Section 2.02 Additional Property.

A. Declarant, from time to time, may, in its sole, absolute and unfettered discretion, cause Additional Property to become subject to this Declaration and to be a part of the Property, but under no circumstance shall Declarant be required to make such additions, and no other real property shall in any way be affected by or become subject to this Declaration, or become a part of the Property, until such time, if ever, that such real property is added to the Property pursuant to the terms of this Section 2.02.

B. Any additions to the Property authorized under this Declaration shall be made by the filing of record, from time to time, of an amendment to this Declaration or a Supplemental Declaration of Covenants, Conditions, Easements and Restrictions, executed by Declarant, which shall extend the covenants, conditions and restrictions contained herein to such property. Such amendment or Supplemental Declaration may contain such amendments or additional provisions as Declarant may deem necessary and as are not inconsistent with the purposes of this Declaration. Declarant shall not be required to obtain the approval or consent of the Association or any Owner or any person claiming by, through, or under any Owner to add any property to the Property pursuant to this Section.

Section 2.03 **Deletions from Property.** Declarant may at any time delete any portion of the Property from encumbrance by this Declaration by executing and filing of record a Notice of Deletion from Declaration of Covenants, Conditions, Easements and Restrictions; provided, however, that in no event shall Declarant make any Prohibited Deletions, without first obtaining the written consent of the Owners of the portion of the Property being deleted. Prohibited Deletions shall consist of deletions of any portion of the Property owned or leased by an Owner other than Declarant other than to the extent any such portion of the Property is being deleted to correct a scrivener's error whereby the portion of the Property being deleted was not intended to be a part of the Property. Prohibited Deletions shall also include deletions of any portion of the Property which contain Common Property (unless such deletion is to correct a scrivener's error as described above), unless appropriate easements are granted or other arrangements are made which ensure that remaining portions of the Property which are served by the subject Common Property continue to receive substantially the same service (from the Common Property or their substantial equivalents) after the deletion of such Common Property occurs. No Owner, or any person claiming by, through, or under any Owner, shall have any right to claim detrimental reliance upon this Declaration with regard to any portion of the Property deleted herefrom by Declarant pursuant to this Section.

Section 2.04. **Effect of Declaration.** Each Owner of a Lot, Townhome Residential Unit, Residential Property or any other portion of the Property, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the authority of this Declaration and of the Association created herein, and agrees to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

ARTICLE 3 - THE ASSOCIATION

Section 3.01 **Membership.** Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

Section 3.02 **Classes of Voting Membership.** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants by the entirety or any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of that individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners of such Lot. Upon such notification, the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred in accordance with Article 9 hereof.

Section 3.03 **Notice and Quorum for Any Action Authorized Under This Declaration.** Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE 4 - FUNCTIONS OF THE ASSOCIATION

Section 4.01 **Services.** The Association shall have the powers provided herein and in the Articles and Bylaws from time to time, and such other powers as may be vested in the Association by law, and may provide (or may cause to be provided) the following services:

A. Maintenance, operation, repair or replacement of all Open Space, Common Property, recreation areas, private roads and sidewalks (if any) within the Property, all street lights which are owned as Common Property, landscaping on and around roads and sidewalks (if any), landscaping, landscape lighting and irrigation systems on Lots (including, without limitation, as may be undertaken in accordance with Section 8.01U of this Declaration), and all or portions of Lots, Townhome Residential Buildings or Townhome Residential Units as is more particularly set forth in this Declaration.

B. Operation, maintenance, including, without limitation, routine custodial maintenance, repair or reconstruction of the Surface Water or Stormwater Management System(s), including, without limitation, all lakes, retention areas, culverts and related appurtenances, within the Property, and, to the extent required, on adjacent property, which shall mean the exercise of practices which allow such System(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted or exempted by the District. Unless and until a Municipal Services Benefit Unit (“MSBU”) is created for such purposes, the Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the District.

C. Adopting, establishing, amending, publishing and enforcing such reasonable policies or rules and regulations or take any other actions necessary for the purposes for which the Association was organized as the Board deems necessary.

D. Provide initial termite control service (which shall be the obligation of the Association to obtain and maintain for all Townhome Residential Buildings).

E. In addition to maintenance herein provided, as provided in Section 6.07 below, the Association may provide exterior or other maintenance upon any portion of the Property (including any Lot or Townhome Residential Unit) and/or any improvement from time to time located thereon which, in the Board’s opinion, requires such maintenance because said property is being maintained in a sub-standard manner or otherwise violates any of the covenants and restrictions contained herein. Said maintenance and/or other corrective action necessary to bring the subject property into compliance with this Declaration shall include but not be limited to cleaning, painting, repairs, removal of any fencing, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, windows, trees, shrubs, grass, driveways, walks and other exterior improvements. As provided in Section 6.07, the cost of such maintenance or corrective actions (including any related charges permitted by Section 6.07) shall be assessed by the Association as an individual assessment against the Owner on whose behalf such maintenance or corrective actions are performed. Any such individual assessment shall be a lien upon the subject property (including a Townhome Residential Unit), as the case may be, and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys’ fees and paralegals’ fees, court costs, interest, and other fees or costs of collection as provided for other assessments of the Association.

F. In addition to the maintenance herein provided, the Association may provide enhanced maintenance for Dedicated Areas if desired, with the consent of any applicable governmental authorities if required. Such enhanced maintenance may include, but is not limited to, mowing beyond that which is provided by the public, Municipal Services Benefit Unit, the County, any municipality or any governmental authority. In such event, all costs of maintenance of Dedicated Areas shall be assessed in the same manner as maintenance costs with respect to the Common Property. This assumption of maintenance responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the community-wide standard of the Property.

G. Presenting recreational, sport, craft, social or cultural activities or programs of interest to Owners, their families, tenants and guests. Any such activities or programs shall be presented at the sole

option and discretion of the Board and the Board, in its sole option and discretion, may charge admission or other fees for any such activities or programs.

H. Entering into agreements with service providers for the furnishing, to all Townhome Residential Units and to all other appropriate locations on the Property, of cable or similar services for television, radio, internet services (including wi-fi, wired/wireless broadband, voice-over IP, etc.) and other communication or data transmission services, security systems, fire alarm systems and other similar systems and amenities.

I. Constructing improvements on Common Property and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Section).

J. Employment of attendants and other personnel, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate any applicable laws within the Property. Provision of all of the foregoing services shall be at the sole option and discretion of the Board.

K. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general. The terms of any such contracts shall be negotiated by the Board in its discretion. It is specifically contemplated that the Board may (but shall not be required to) enter into a contract with a management company for the purpose of managing the day to day affairs of the Association and a contract for carrying out the Association's operation and maintenance obligations with respect to the Common Property, including, without limitation, the Surface Water Management System. It is also contemplated that the Board may (but shall not be required to) enter into (i) a lease or other use agreement which will allow Owners to access amenities and other facilities located within or without the Property which are not part of the Common Area, (ii) one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or (iii) such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

Section 4.02 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), which consent may be withheld in the Declarant's sole discretion, the Board shall have the power and authority to mortgage Property owned by the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association to perform its functions.

Section 4.03 Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or Common Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and, to the extent Declarant still owns any portion of the Property, by the Declarant, which approval may be withheld by the Declarant in its sole discretion.

Section 4.04 **Security.** The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. In no event shall the Association or the Declarant in any way be considered insurers or guarantors of security within the Property, nor shall either of them be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that entrance or exit gate(s) or any person acting as a gate attendant shall provide security services or prevent unauthorized persons from entering upon the Property. Each Owner therefore acknowledges, understands and agrees that the Declarant, the Association, and their officers and directors are not insurers and that each person entering upon the Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each Owner specifically acknowledges, understands and agrees that entrance and exit gate(s), if any, are only provided as traffic control devices and are not provided as a measure of safety or security.

ARTICLE 5 - EASEMENTS

Section 5.01 **Appurtenant Easements.** Declarant reserves unto itself, its successors, assigns, guests, lessees and invitees, and grants to all Owners and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property; such easements of ingress, egress, use and enjoyment to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and invitees.

Section 5.02 **Utility Easements.** Declarant reserves to itself, its successors and assigns, the right to grant easements to any private company and/or to any public or private utility or governmental authority providing utility and other services to the Property upon, over, under and across all portions of the Property. Said easements shall be given for the purpose of maintaining, installing, repairing, altering, replacing and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, fiber optic cable lines and facilities, communications lines and facilities, electro-magnetic spectrum-based communications and data services and related facilities, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the various portions of the Property. All such easements shall be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 5.03 **Declarant Easements.**

A. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon by the Owners. Declarant hereby further reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any lines, cables, conduits, pipes and other such improvements related to the infrastructure and development thereof in connection with Declarant's development of the Property or any portion thereof; provided, however, that any such construction, location, installation, repair, replacement operation or development by Declarant shall not be permitted in, on, under or across Townhome Residential Units or pools, and Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television, communication and data transmission cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, Declarant shall have for itself, its successors and assigns, all easement rights reserved by Declarant as set forth on any Plat.

B. Declarant further reserves to itself, its successors and assigns, the right to grant, modify, amend and terminate easements over, upon, across, under and through the Property (including Lots, Tracts, Common Areas, and any private streets or roadways, if any) for telecommunications systems, utilities, the Surface Water Management System, roads and any and all other purposes reasonably necessary or useful, as determined by Declarant, in its sole discretion, for development, construction, maintenance or operation of the Property and any improvements located thereon; provided, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Townhome Residential Units (the "Declarant's Development Easement Right"). The Association shall execute and deliver any documentation required by the Declarant to exercise the Declarant's Development Easement Right at no cost to Declarant. Once Declarant no longer owns any portion of the Property the Association shall succeed to the Declarant's Development Easement Right and, as evidenced by the Joinder of Association which is attached to this Declaration, agrees and acknowledges that it shall be obligated to grant, modify, amend and terminate any such easements as deemed necessary by Declarant, in its sole discretion, upon Declarant's written demand for same and at no cost to Declarant. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes of granting easements over such Owner's Lot pursuant to Declarant's Development Easement Right. Subject only to the rights of Declarant to amend this Declaration, including, without limitation, Declarant's right to unilaterally amend the Declaration in accordance with the provisions of Section 13.02 herein, this Paragraph shall not be amended until the last to occur of (i) the date which is five (5) years after Turnover or (ii) the date Declarant no longer owns any portion of the Property.

Section 5.04 **Wall Easements.** Declarant acknowledges that the Property may include buffer areas and easement areas which may, but will not necessarily, be improved with walls, fences, entrance features, entry or exit gate(s) and other improvements. In connection with the maintenance, installation, repair, alteration, replacement and operation of such improvements, as applicable, Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-

exclusive easement (the “Wall Easement”) over, under, across and through the Common Property, Open Space and such other portions of the Property (including Lots) shown as wall easement on the Plat (if any), or as described herein (the “Wall Easement Area”) as is necessary for the maintenance, installation, repair, alteration, replacement and operation of such improvements, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Townhome Residential Units. All such Wall Easements shall be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property. Except for landscaping or other improvements installed by Declarant, each Owner of any part of the Property encumbered by any such Wall Easement understands and agrees that the installation of landscaping or other improvements therein shall require the prior written approval of the ARB. No improvements shall be built in a Wall Easement Area by any Owner of any part of the Property, except for Declarant, and except as otherwise expressly permitted by this Declaration. The Declarant and Association shall have the right to cut, replace or remove any trees, bushes or shrubbery located within the Wall Easement Area that may interfere with their rights under this Section.

Section 5.05 Service Easements. Declarant hereby grants to people and entities affiliated with delivery, pickup and fire protection services, trash collection services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a nonexclusive, perpetual easement for ingress and egress over and across the Common Property for the purposes of performing their authorized services, to service all or any portion of the Property and to perform any investigation related thereto.

Section 5.06 Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements, including, without limitation, the Private Drainage Easement as defined in Section 5.07 of this Declaration. The Declarant hereby reserves for itself, its successors and assigns, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Declarant or the Association, as the case may be, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with any permit from time to time issued by the District, as such permits are amended or supplemented from time to time. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels. No Owner of a Townhome Residential Unit, except Declarant, may alter any elevations and slopes except upon written consent of the Association. Notwithstanding anything herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Area dedicated for water management purposes. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association a perpetual non-exclusive easement over, under and upon that portion of the Property which may be utilized for the Surface Water Management System, to make use of such Surface Water Management System for the surface water drainage, retention and detention necessary to develop the Property as Declarant deems to be appropriate.

Section 5.07 **Private Drainage Easements.** Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement (the “Private Drainage Easement” or “PDE”) over, under, across and through the portion(s) of the Property that are shown as private drainage easement on the Plat (the “Private Drainage Easement Area”). The Private Drainage Easement shall be operated and maintained by the Association and the Association shall be responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the drainage system improvements located therein. Any repair or reconstruction of the drainage system improvements located within the Private Drainage Easement Area shall be as provided in the District Permit or, if modified, as approved, in writing, by the Water Management District. Notwithstanding the foregoing, no person shall alter the drainage flow of the drainage system within the Private Drainage Easement Area, including buffer areas or swales, without the prior written approval of the Water Management District. Except for the installation of sod, no Lot Owner, including Builders, shall construct, plant or install any improvements on, clear any trees, bushes or shrubbery from, or conduct any grading or otherwise alter any portion of a Lot encumbered by the Private Drainage Easement. Each Owner, including Builders, shall be responsible for the routine maintenance of the portion of the Private Drainage Easement Area located on such Owner’s Lot. Routine maintenance shall mean the exercise of practices, such as mowing and erosion repair, which allow that portion of the Lot encumbered by the Private Drainage Easement to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District.

Section 5.08 **Conservation Easements.** Declarant reserves the right to grant conservation easements over Conservation Easement Areas to qualified grantees over and across Common Property, Open Space or the Surface Water Management System located on the Property from time to time.

Section 5.09 **Right of Entry.** The Association shall have the right, but not the obligation, to enter onto any part of the Property for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all police officers, firefighters, paramedics, ambulance personnel, emergency medical technicians, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Townhome Residential Unit to cure any condition which may increase the possibility of a fire or other hazard, or otherwise violates the covenants and restrictions contained herein, in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 5.10 **Easements of Encroachment.** Reciprocal appurtenant easements of encroachment are hereby reserved, created and granted as between each Common Property, Lot, Tract and such portion or portions of the Common Property, Lots, and/or Tracts adjacent thereto due to the unintentional placement or settling or shifting of the improvements from time to time constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3’), as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, its successors and/or assigns, a tenant, or the Association. Encroachments of improvements into the Common Property by more than three feet (3’) shall be allowed if such encroachments do not unreasonably interfere with the use of the Common Property and facilities located thereon by the Owners, and are approved by the Declarant or the Board.

Section 5.11 **Gas Easements.** Declarant (or its successor or assigns) shall have the right, but not the obligation, to install a natural or propane gas system to serve the Property. In connection with the installation, maintenance and operation of such system, if applicable, Declarant reserves access, installation and service easements over, across and under the Common Property, Open Space and such other portions of the Property (including Lots) as is necessary to provide such natural gas service to all Owners; provided, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Townhome Residential Units.

Section 5.12 **Landscape Easements.** Declarant acknowledges that the Property may include buffer areas and easement areas which may, but will not necessarily, be improved with landscaping, entrance features, entry gate(s), sod, irrigation facilities, benches, and other improvements, as applicable. In connection with the installation, maintenance, repair and operation of such improvements, if applicable, Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement (the “Landscape Easement”) over, under, across and through the Common Property, Open Space and such other portions of the Property (including Lots) shown as landscape easement on the Plat (if any) or as described herein (the “Landscape Easement Area”) as is necessary for the maintenance, installation, repair, alteration, replacement and operation of such improvements, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Townhome Residential Units. All such Landscape Easements shall be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property. Except for landscaping or other improvements installed by Declarant, each Owner of any part of the Property encumbered by any such Landscape Easement understands and agrees that the installation of landscaping or other improvements therein shall require the prior written approval of the ARB. No improvements shall be built in the Landscape Easement Area by any Owner of any part of the Property, except for the Declarant, and except as otherwise expressly permitted by this Declaration. Notwithstanding anything to the contrary set forth in this Declaration, the Owner of any part of the Property encumbered by any such Landscape Easement, including, without limitation, the Owner of a Lot, shall be responsible for the maintenance, including irrigation (if applicable), repair, replacement or removal of all landscaping, including without limitation all landscaping installed in accordance with the landscape plan (if applicable) submitted to and approved by applicable governmental authorities in connection with the approval of the development of the Property, within the Landscape Easement Area. Notwithstanding the responsibility of an Owner to perform and undertake the aforesaid activities pertaining to any such landscaping installed within a Landscape Easement Area, all rights are reserved unto the Association to undertake and perform such activities to the extent that they are not being performed and undertaken by such Owner, as determined by the Association in its sole discretion, and the Association’s cost to perform and undertake such activities shall be paid to the Association by the Owner, upon demand from the Association. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the lien of the assessments and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of assessments. In addition to the foregoing, the Declarant, its successors and assigns, and the Association, shall have the right to utilize all Landscape Easements for purposes of accessing any and all landscaping on the Property and for access to any Common Areas and/or any Improvement from time to time located thereon. The Declarant and Association shall have the right to cut, replace or remove any trees, bushes or shrubbery located within the Landscape Easement Area that may interfere with their rights under this Section.

Section 5.13 **Sidewalk Easements.** Declarant acknowledges that the Property may include buffer areas and easement areas which may, but will not necessarily, be improved with sidewalks. In connection with the installation, maintenance and operation of such improvements, as applicable, Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement (the “Sidewalk Easement”) over, under, across and through the Common Property, Open Space and such other portions of the Property (including Lots) shown as sidewalk easement on the Plat (if any), or as described herein (the “Sidewalk Easement Area”) as is necessary for the maintenance, installation, repair, alteration, replacement and operation of such improvements, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Townhome Residential Units. All such Sidewalk Easements shall be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property. Except for landscaping or other improvements installed by Declarant, each Owner of any part of the Property encumbered by any such Sidewalk Easement understands and agrees that the installation of landscaping or other improvements therein shall require the prior written approval of the ARB. No improvements shall be built in a Sidewalk Easement Area by any Owner of any part of the Property, except for Declarant, and except as otherwise expressly permitted by this Declaration. The Declarant and Association shall have the right to cut, replace or remove any trees, bushes or shrubbery located within the Sidewalk Easement Area that may interfere with their rights under this Section.

Section 5.14 **Easement for Repair, Maintenance and Replacement of Party Sidewalks.** Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner of a Townhome Residential Unit a nonexclusive easement and right of ingress and egress in, under, over and across any Lot thereon which shares a Party Sidewalk, as may be reasonably necessary for the purpose of use, repairing, maintaining and replacing such Party Sidewalk.

Section 5.15 **Easement for Repair, Maintenance and Replacement of Party Walls.** Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner of a Townhome Residential Unit a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and Townhome Residential Unit thereon which shares a Party Wall, as may be reasonably necessary for the purpose of repairing, maintaining and replacing such Party Wall.

Section 5.16 **Easement for Repair, Maintenance and Replacement of Individual Roofs or Common Roofs.** Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner of a Townhome Residential Unit a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the Townhome Residential Unit under either an Individual Roof or a Common Roof, as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Individual Roof or Common Roof.

Section 5.17 **Easements for Construction, Maintenance and Performance of Obligations.** Each Owner hereby grants to the Association, the Declarant, each Owner of the Lot(s) immediately abutting the granting Owner’s Lot, and all of their respective successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner’s Lot and within such granting Owner’s Townhome Residential Unit to the extent reasonably necessary for the purpose of constructing, maintaining, repairing and replacing any improvements from time to time located on or to be constructed on any Lot abutting such Owner’s Lot. In addition, each Owner hereby grants to the

Association and the Association's successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Townhome Residential Unit to the extent reasonably necessary for the purpose of allowing the Association to perform any and all of the Association's rights and/or obligations arising under this Declaration or elsewhere, including, but not limited to, the Association's maintenance, repair and replacement obligations, including but not necessarily limited to lawn, landscaping and irrigation maintenance, repair, and replacement obligations pursuant to Section 8.01U, the Association's right to perform emergency repairs and the Association's obligations regarding maintenance, repair or replacement of the Common Roofs, Party Sidewalks, Party Walls, Townhome Residential Buildings or Townhome Residential Units.

Section 5.18 **Cable Utility Services; Use of Common Property.** The Declarant (or its successor or assigns) shall have the exclusive right, but not the obligation, to install, or to contract for the installation of a cable television system providing cable television entertainment, business, internet access, telephone and safety services. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under the Common Property and all Lots and Townhome Residential Units necessary to provide such cable utility services to all Members; provided, however, such easements shall be reasonably located by the Declarant so as not to unreasonably impair the value or use of any Lot or Townhome Residential Unit.

Section 5.19 **Extent of Easements.** The rights and easements of enjoyment created in this Article 5 shall be subject to the following:

A. The right of the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Open Space, Stormwater Management System, Common Property, and any improvements from time to time located or to be located thereon, and providing services authorized herein and, in aid thereof, to mortgage said property; but only with the approval of the Board and the Declarant (so long as the Declarant owns any portion of the Property), as required by Section 4.02 above, which approval may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

B. The right of the Association to suspend the rights and easements of enjoyment of any Owner or any tenant of any Owner, subject to the provisions of Florida Statutes, Section 720.305, as the same may be amended from time to time, for any period during which any assessment remains unpaid, not to exceed the time period specified in Section 8.02 of this Declaration, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the Board and the Declarant (so long as the Declarant owns any portion of the Property), as required by Section 4.02 above, which authorization may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.20 Discharge into Water Bodies. So long as Declarant owns any portion of the Property, nothing other than storm water and irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property without Declarant's prior written consent, which consent may be withheld by Declarant in its sole discretion. The construction and/or installation by any party other than the Declarant of any device through which water is drawn shall be subject to the prior written approval of the Architectural Review Board as hereinbelow established in Article 7 of this Declaration. Irrigation water may not be withdrawn from any body of water within the Property or from the ground by any party other than the Declarant or the Association without the consent of the Board or the Declarant (so long as the Declarant owns any portion of the Property), which consent may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.21 Access. If ingress or egress to and from any parcel within the Property is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of such parcel.

Section 5.22 Utility and Communications Improvements Easements. Certain of the wires, power lines, telephone service lines, fiber optic cable lines, communications lines, cable television service lines, alarm system lines and internet service lines, and the conduits in which they are or may be located (collectively the "Utility and Communications Improvements") serving the Townhome Residential Units of a Townhome Residential Building are (i) routed over, under, across and through various portions of the collective Lots upon which a specific Townhome Residential Building has been or will be constructed, including, without limitation, under the concrete slabs upon which Townhome Residential Units have been or will be constructed (such collective Lots being the "Townhome Residential Building Lots" and each a "Townhome Residential Building Lot") or (ii) located on or attached to the exterior wall(s) of such Townhome Residential Buildings. Accordingly, and notwithstanding anything to the contrary in Section 5.03 of the Declaration, the Declarant hereby reserves unto itself, its successors and assigns and hereby grants to the Association, each Owner of a Townhome Residential Building Lot which is served by any Utility and Communications Improvements, any owner of any Utility and Communications Improvements and any party providing service through or to any Utility and Communications Improvements, a perpetual non-exclusive easement (the "Utility and Communications Improvements Easement") upon, over, under, across and through each and every of such Townhome Residential Building Lots and the exterior wall of the Townhome Residential Building constructed upon such Townhome Residential Building Lots (the "Utility and Communications Improvements Easement Area") as is necessary for the use, construction, maintenance, installation, repair, alteration, replacement and operation of such Utility and Communications Improvements. Notwithstanding the foregoing sentence however, in no event will the easement rights granted hereunder be exercised in a manner which causes damage to the flooring of a Townhome Residential Unit, which impacts vertical improvements constructed or installed upon a Townhome Residential Building Lot or which impacts the exterior wall of a Townhome Residential Building beyond the location or attachment of the Utility and Communications Improvements.

Section 5.23 Access Agreement with Adjacent Parcel.

Section 5.24 Effectiveness of Easements. If any easement created or intended to be created by this Declaration would be found ineffective as a matter of law on account of the fact that it is purported to be created at a time when both the burdened and benefited properties are owned by the same

party, such easement shall be instead be deemed a contractual obligation and license having the same terms for the duration of the period that the burdened and benefited properties are owned by the same party, which shall automatically be converted to an easement on such future date as the burdened and benefited properties become owned by different parties, without requiring the execution or recordation of any further instruments, so as to preserve the intent and purpose of this Declaration.

ARTICLE 6 - ASSESSMENTS

Section 6.01 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, to pay the Common Expenses, for the improvement, preservation, operation, maintenance and repair of the Common Area, including without limitation, conservation, mitigation or preservation areas or water management portions thereof and the Surface Water Management System, for the purposes set forth in Article 4 hereof, and as otherwise provided in this Declaration.

Section 6.02 **Creation of the Lien; Personal Obligations of Assessments.** The Declarant covenants, and each Owner of a Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association any and all annual and special assessments, and any and all other assessments to be established and collected as hereinafter provided. Notwithstanding anything herein to the contrary, for so long as Declarant retains control of the Association, Lots, including Non-Townhome Residential Unit Lots as defined in Section 6.06 hereof, owned by Declarant (and builders of Townhome Residential Units expressly designated in writing by Declarant, in its sole and absolute discretion) shall be excused from the payment of all assessments for any budget year in which Declarant agrees to pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association for such budget year (including but not limited to CIAC Assessments and initiation fees, which shall be payable as provided elsewhere in this Declaration), as permitted by Florida Statutes Section 720.308(1)(b), in effect as of the date hereof. It is expressly acknowledged that said Florida Statutes Section does not require the Declarant, in order to be excused from the payment of assessments, to pay the operating expenses incurred by the Association that exceed the assessments actually received, but rather only the assessments receivable; thus, the Declarant is not obligated to fund any shortfall or budget deficit due to assessments actually collected being less than assessments receivable by the Association. Declarant's obligation to fund such assessments receivable deficit shall not include any obligation to pay CIAC Assessments or initiation fees or to fund reserves.

The assessments, together with interest, costs, and reasonable attorneys' fees and paralegals' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Townhome Residential Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. In the case of co-ownership of a Townhome Residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer or other

authorized representative of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6.03 **Annual Assessments.** The Association shall levy against Lots, and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Association shall be used for the improvement, maintenance, enhancement and operation of the Open Spaces and Common Property and to perform all obligations and services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance premiums, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, the payment to any service provider for the cost of cable television, radio, internet access or other communication or data transmission service which is uniformly provided to all Lots, without separate charge to the recipient, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. Notwithstanding the preceding sentence, the annual assessments levied by the Association shall not be used for payment of the obligations and services which the Association is authorized or required to provide and which are paid for by the townhome assessments which are levied in accordance with Section 6.05 hereof. The Association may, but shall not be obligated to (unless required by law), establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) insurance premiums or taxes, (d) maintenance, repair and repaving of all private roads for which the Association is responsible (including, without limitation, landscaping and lighting on and around such roads), and (e) such other items as the Board may deem appropriate.

Section 6.04 **Special Assessments.** In addition to the annual assessments authorized by Section 6.03 hereof, the Association may levy against Lots, and the Owners thereof, special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property, Open Space or easements, including the necessary fixtures and personal property related thereto, or for other purposes as determined by the Board. Each Lot shall be subject to, and the Owner thereof shall be responsible for, an equal pro rata share of any special assessment.

Section 6.05 **Townhome Assessments.** In addition to the annual assessments authorized by Section 6.03 hereof, the Association shall levy against Lots containing Townhome Residential Units, and the Owners thereof, townhome assessments as provided herein. The townhome assessments levied by the Association shall be used to perform all obligations and services which the Association is authorized or required to provide for: Lot Improvement Maintenance (as more particularly described in Section 8.01U of this Declaration); Structure Exterior Maintenance (as more particularly described in Section 10.01B of this Declaration); funding of Townhome Residential Unit-Unit Deductible Reserves, if any; premiums for the Association Townhome Residential Building Insurance policy(ies) and any and all other uses provided for in this Declaration. Each Lot containing a Townhome Residential Unit and the Owner thereof shall be responsible for an equal pro-rata share of the townhome assessments. The townhome assessments provided for herein shall commence as to each Lot containing a Townhome Residential Unit on the date of the issuance of a certificate of occupancy for such Townhome Residential Unit.

Section 6.06 **Assessments on Lots without Townhome Residential Units.** It is recognized and acknowledged that Lots which do not contain Townhome Residential Units (“Non-Townhome Residential Unit Lots”) and the Owners thereof do not (a) add to the obligations of or utilize the services which the Association is authorized or required to provide hereunder or (b) use the Open Spaces and Common Property, to the extent that Lots with Townhome Residential Units and the Owners thereof do. Accordingly, annual assessments and special assessments payable on Non-Townhome Residential Unit Lots, and by the Owners thereof, shall be reduced to an amount which is twenty-five percent (25%) of the assessments then currently fixed and levied against Lots. Notwithstanding the foregoing provisions of this Section 6.06, the reduction in assessments for Non-Townhome Residential Unit Lots shall not apply if such Lot had a Townhome Residential Unit located upon it at any time in the past.

Section 6.07 **Individual Assessments.** In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an individual lot assessment for:

A. costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

B. costs and expenses incurred in connection of the maintenance, repair or replacement of Common Roofs, Party Walls or Party Sidewalks, but only to the extent such costs or expenses are incurred pursuant to the provisions of Section 10.05, Section 10.06 or Section 10.07 of this Declaration;

C. costs and expenses, including reasonable attorneys’ fees and paralegals’ fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

D. costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot;

E. reasonable overhead expenses of the Association associated with any individual lot assessment established, made, levied, imposed, collected and enforced pursuant to this Section 6.07, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual assessment specified in this Section 6.07; and

F. costs and expenses associated with other provisions of this Declaration which establish a right to levy an individual assessment.

Section 6.08 **Annual Assessment Budget.** Prior to the beginning of each fiscal year, the Board shall prepare and adopt an itemized budget which sets forth the estimated revenues and expenses (for both operations and reserves) of the Association for the upcoming fiscal year. Each Lot, with the exception of the exempt property described in Section 6.15 below, shall be responsible for an equal pro

rata share of the annual assessment. The annual assessment budget format shall be determined by the Board from time to time, subject to any provisions of applicable law. A copy of the budget, along with written notice of each Lot's share of annual assessments, shall be sent to Owners prior to the date on which the payment of the first installment of the annual assessment is due, but a failure to do so shall not in any event excuse an Owner's obligation to pay such assessment.

Section 6.09 Date of Commencement of Annual Assessments; Due Dates. Except as otherwise expressly provided herein as to the Declarant (or a builder expressly exempted in writing from assessments by Declarant), each Lot (and the Owner thereof) which has been submitted to the terms of this Declaration, shall be liable for its pro rata share of all assessments. The annual assessments provided for herein shall be due and payable in advance in equal quarterly installments on the first day of each calendar quarter, or such other period as may be approved by the Association. If, as to a particular Lot, the annual assessments are to commence at the time of the closing of the conveyance of such Lot, then a pro-rata portion of the quarterly (or other periodic) installment of the annual assessment shall be collected from the buyer of such Lot and shall be remitted to the Association.

Section 6.10 Initiation Fee. At the closing of the sale of each Townhome Residential Unit, the purchaser thereof shall pay an initiation fee to the Association, which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association. The initiation fee as of the sale of the first Townhome Residential Unit shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00), which amount may thereafter be adjusted by the Association from time to time and shall apply uniformly to all Townhome Residential Units.

Section 6.11 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Townhome Residential Unit to an Owner, the annual assessment shall be in an amount as set forth in the Association budget. The foregoing annual assessment is in addition to any and all assessments and other financial obligations which an Owner may have to the Association.

From and after January 1 of the year immediately following the conveyance of the first Townhome Residential Unit to an Owner, the maximum annual assessment may be increased each year: (a) upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually, or (b) upon approval of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) per year, compounded annually, as hereinabove provided.

The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 6.12 CIAC Assessments. In addition to the other assessments provided for herein, the Association shall have the right to collect a recurring assessment as a contribution in aid of construction ("CIAC Assessment"). The first CIAC Assessment (the "Initial CIAC Assessment") with respect to any Lot shall be in the initial amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per Lot (which sum may be adjusted from time to time by the Association but in no event to an amount which would exceed one hundred twenty-five percent (125%) of the corresponding CIAC Assessment in effect during the prior fiscal year) and shall be due and payable by the purchaser or grantee

at the time of the first conveyance of the fee simple title to the Lot by the Declarant to an Owner other than the Declarant (or a builder expressly exempted in writing from assessments by Declarant). All Initial CIAC Assessments shall, upon receipt by the Association, be promptly disbursed to the Declarant to be used solely for the reimbursement of hard and soft costs associated with the construction of recreational facilities and other Common Area improvements within the Property for the benefit of the Owners, their families and guests. Each ensuing purchaser or grantee of fee simple title to a Lot shall pay to the Association an additional CIAC Assessment (the "Supplemental CIAC Assessment") in the amount of one-half (1/2) of the then-established Initial CIAC Assessment, which will be set aside by the Association for the purpose of maintenance, repair and replacement of the recreational facilities and other Common Area improvements, or for such other purposes as the Board may approve from time to time.

Section 6.13 **Effect of Non-Payment of Assessments; Personal Obligation of the Owner; Lien; Remedies of Association.** If assessments are not paid on the dates due (being the dates specified in this Article 6) then such assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot and the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments among the public records of the County and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein, the cost of preparing and recording any such notice of lien (including, but not limited to reasonable attorneys' fees and paralegals' fees), all additional costs of enforcement (including, but not limited to reasonable attorneys' fees and paralegals' fees), all interest and late fees from time to time assessed on such delinquencies and all unpaid assessments thereafter until satisfied of record.

If any assessment is not paid within fifteen (15) days after the date such assessment is due, the Association may impose a late charge of not more than Fifty and No/100 Dollars (\$50.00). Any delinquent assessment shall bear interest from the date when due at the highest lawful rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs and reasonable attorneys' fees and paralegals' fees incurred in connection therewith at all pre-trial, trial, appellate and post-judgment levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 6.14 **Subordination of the Lien to Mortgages; Mortgagees' Rights.** The lien of assessments provided for herein is subordinate to the lien of any first mortgage given to an Institutional Lender now or hereafter placed upon a Lot; provided, however, that (i) such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and (ii) such subordination shall not relieve the Institutional Lender from its obligation to pay any assessments to the extent required by Florida Statutes Section 720.3085(2)(c), as amended from time to time. Such sale or transfer shall not relieve such Lot from liability for any assessments due upon such sale or transfer or

thereafter becoming due, nor from the lien of any such assessments, except that an Institutional Lender that holds a first mortgage given by Declarant upon any such Lot shall be exempt from the payment of the Initial CIAC Assessment and any initiation fee upon such sale or transfer. An Institutional Lender that holds a first mortgage upon any Lot, upon request, shall be entitled to written notification from the Association of any default of the Owner of such Lot of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from said Institutional Lender.

Section 6.15 **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Property; (b) all property dedicated for recreational use pursuant to this Declaration; (c) property designated as Open Space or which is used in the Surface Water Management System (excluding, however, any Lots); (d) all other portions of the Property which have not been platted as Lots; and (e) Lots or Townhome Residential Units owned by Declarant (or a builder expressly exempted from assessments in writing by Declarant) for so long as Declarant is excused from the payment of assessments pursuant to the provisions of Section 6.02 above.

Section 6.16 **Collection of Assessments.** Assessments allocated to any Lot shall be billed and collected by the Association. Such billings may be accomplished using annual coupon books containing payment coupons to be remitted to the Association on a periodic basis with the Owner's payments. The Owners shall be liable for the payment of the Association assessments, together with its costs of collection and attorney's fees from any Owner against whom an assessment must be enforced.

ARTICLE 7 - ARCHITECTURAL CONTROL

Section 7.01 **Establishment of Architectural Review Board.** There is hereby established an Architectural Review Board. Notwithstanding anything herein to the contrary, in no event shall the terms of this Article in any way apply to the Declarant.

Section 7.02 **Duties and Functions of ARB.** The duties, powers and responsibilities of the ARB shall be as follows:

A. The ARB shall consist of three (3) or more persons designated by Declarant. At such time as Declarant no longer owns any real property within the Property (or earlier at Declarant's option), Declarant shall assign to the Association the rights, powers, duties and obligations of the ARB, whereupon the Board shall appoint the members of the ARB and shall provide for the terms of the members of the ARB. Members of the ARB need not be officers, directors or Members of the Association. A majority of the ARB may take any action of the ARB and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARB, a successor shall be designated as provided in this Section.

B. The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and landscaping aspects of the improvement or development of any individual Townhome Residential Unit, Townhome Residential Building, or subdivision, tract, or parcel of land within the Property, other than for any architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development of any individual Townhome

Residential Unit, Townhome Residential Building, Lot or Tract within the Property by or on behalf of Declarant.

C. No landscaping shall be installed or removed, nor shall any building, wall, fence, walk, dock, pool, enclosure or addition to a house or other structure be constructed, erected, removed or maintained, nor shall any addition to nor any change or alteration therein be made, until the plans 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 ARB. In approving or disapproving plans, the ARB shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARB shall fail to specifically approve or disapprove the plans submitted in final and complete form, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

D. There is specifically reserved unto the ARB, the right of entry and inspection upon any Townhome Residential Unit for the purpose of determination by the ARB as to whether there exists any construction of any improvement which violates the terms of any approval by the ARB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

E. Each of the Declarant and the ARB has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant or ARB's sole discretion and a prior grant of a similar waiver shall not impose upon the Declarant or ARB the duty to grant new or additional requests for such waivers. This power shall not be interpreted to authorize any action which would violate any applicable local, state, or federal ordinances, laws or regulations.

F. The Association, Declarant, ARB or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval or any other person or entity by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or the taking of any action described in this Section. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Association, Declarant or ARB or any officer, employee, director, shareholder, partner or member thereof.

ARTICLE 8 - ENFORCEMENT OF RULES AND REGULATIONS

Section 8.01 Compliance by Owners; Initial Rules and Regulations. Every Owner and other occupant of a Lot or Townhome Residential Unit shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. Notwithstanding the foregoing, or anything in this Declaration to the contrary, Declarant shall be exempt from any ARB consent or approval required pursuant to this Section or anywhere else in this Declaration. The following are the initial rules and regulations of the Association which may be amended, modified or added to from time to time as provided in the Bylaws.

A. Townhome Residential Units. Except as otherwise provided herein or approved by Declarant, all Townhome Residential Units constructed on the Property shall be used for residential purposes only. Upon approval of the Board (which approval may be withheld in the Board's sole and unfettered discretion), and subject to applicable local government ordinances, Residential Units may also be used for certain designated home occupations. Notwithstanding the foregoing, the Association or the Declarant, for so long as Declarant owns any portion of the Property, may use Townhome Residential Units or portions of the Common Area as an information center and/or sales office for Declarant and/or any real estate broker retained by Declarant, offices for any property manager retained by the Association, business offices for the Declarant and the Association, and public use facilities. Townhome Residential Units may not be used as models nor as real estate sales offices without the prior written consent of Declarant (so long as the Declarant owns any portion of the Property). Any violation of the foregoing rule against use of any Townhome Residential Unit as a model or real estate sales office, and continuance of such violation after written notice from Declarant to quit such use, shall constitute a violation of a restrictive covenant for the benefit of Declarant, which violation will result in damages of an amount which is impossible to ascertain with certainty, in consequence of which each person violating such restriction agrees by the acceptance of a deed, lease, or any right of occupancy in the Property that the Declarant shall be entitled to recover from any such violator liquidated damages in an amount equal to ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per day from and after the tenth (10th) day after written notice of such violation and demand to quit is delivered to the violator or posted on the Lot on which such violation shall occur. Such damages are payable to the Declarant and not the Association, and do not constitute fines but rather liquidated damages, so are not subject to the limitations contained in Section 720.305(2), Florida Statutes. The provisions of this Section requiring the consent of the Declarant and consequences of a violation thereof shall not be amended or modified without the written consent of the Declarant.

B. Restrictions on Subdivision. So long as Declarant owns any portion of the Property, no Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all or an undivided interest in all of any Lot shall be conveyed or transferred by any Owner other than the Declarant. Notwithstanding the foregoing, and subject to compliance with any applicable local government ordinances, and further subject to the written consent of the Declarant (to the extent Declarant still owns any portion of the Property), which consent may be withheld in the Declarant's sole and absolute discretion, a Lot without a Townhome Residential Unit may be subdivided between the Owners of the Lots adjacent to such Lot so that each portion of such Lot would be held in common ownership with another Lot adjacent to that portion.

C. Common Property. Common Property shall be improved, maintained, used and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all and their guests and invitees.

D. Temporary Buildings. No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property (except in enclosed garages with the garage door to remain closed at all times); provided, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the facilities created, including, but not limited to, construction

trailers, sheds and material compounds, provided that the same are in compliance with appropriate governmental requirements applicable thereto.

E. Compliance with Laws. Nothing shall be done on the Property that violates any local, state, or federal laws or regulations; however, and in no way limiting the foregoing, the Board shall have no obligation to take enforcement action in the event of a violation. Specifically, but in no way limiting the foregoing, the use or discharge of any firearms or other weapons on the Property is strictly prohibited; provided, however, no Association director, officer, employee or managing agent shall have any duty to become physically or otherwise involved to stop such discharge. The carrying of firearms or other weapons in the Common Area is also prohibited, except to the extent that any requisite permit(s) allowing the carry of any of such firearms or other weapons in the Common Area has been duly issued by the applicable governmental authority(ies) and the person carrying such firearms or other weapons is in compliance with the provisions of such permit(s). The term “firearms or other weapons” includes, but is not limited to, “B-B” guns, pellet guns, knives, swords, cross-bows and other firearms or other weapons of all types, regardless of size.

F. Picketing or Protesting Declarant, Association or other Owners. No picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on any Lot or on any vehicle, apparatus or otherwise within public view in the Property, which tends to vilify, ridicule, denigrate, or impugn the character of the Declarant, the Association, their respective officers, directors or employees, or any Owner or resident of the Property, is permitted under any circumstances whatsoever. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech.

G. Trash and Garbage. No lumber, metals, bulk materials, refuse, rubbish, garbage or trash (including, but in no way limited to, those certain structures, equipment, or other items which may become rusty, dilapidated, or otherwise fall into disrepair, as the Association may determine, in its sole discretion) shall be kept, stored or allowed to accumulate on the Property except building materials during the course of construction of any approved structure. Household refuse, rubbish and trash shall be placed in sealed containers which may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up, provided that said containers shall not be permitted to remain in the open for more than twelve (12) hours on said day. At all other times, such containers shall be stored so that they are not Visible from Neighboring Property. All containers shall conform to such specifications as the Association may from time to time adopt or mandate, including, and also conform to the specifications and regulations of the City of Titusville.

No outside burning of trash, leaves, debris, or other materials is permitted, except during the normal course of construction by Declarant or by a person authorized to do so by Declarant or the Association and subject to local governmental ordinances, rules or regulations. Additionally, the dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances into any drainage ditch, stream, pond, or lake, or elsewhere in the Property, is strictly prohibited, except that fertilizers may be applied to landscaping on Lots, provided care is taken to minimize runoff of such fertilizer or fertilized by-products from the Lot.

H. Burial of Pipe and Tanks. Without the prior written consent of the Declarant (so long as Declarant owns any portion of the Property) and the Association: (i) no water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Property above or below the surface of the ground, except hoses and movable pipes used above-ground for irrigation purposes and residential barbecue grill tanks and (ii) no property shall be used for the purpose of storing, heating, boring, mining, quarrying, exploring for or removing oil, gasoline, other fuels, or other hydrocarbons, phosphates, minerals, gravel or earth. Provided, however, that the Declarant may conduct such activities on any portion of the Property which it owns, and the Association shall be permitted to store fuel for the operation of maintenance vehicles, pool heater(s) generators, and similar equipment. All authorized propane tanks for household and/or pool purposes on a Lot (excluding barbecue grill tanks) must be installed underground. Nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms, Townhome Residential Units, or any other improvements contemplated and permitted by this Declaration or in connection with the initial grading and development of any portion of the Property.

I. Nuisance. Nothing shall be done on the Property which is illegal or which may be or become an annoyance or nuisance, including, but not limited to, offensive odors and noises (including, but not limited to, the use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Townhome Residential Units), and any noxious or offensive activity which in the determination of the Board may cause embarrassment or discomfort to persons using the Common Area or to the occupants of other Townhome Residential Units, nor shall any plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property, be permitted on the Property. Any activity which generates a level of noise audible to occupants of other Townhome Residential Units while inside their Townhome Residential Units (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors or on porches, patios or decks) between the hours of 11:00 p.m. and 8:00 a.m. are strictly prohibited, except that during the construction of dwellings on the Lots, Declarant and authorized builders may commence construction activities within the Property at 7:00 a.m. Additionally, no hobbies or other activities shall be pursued on the Property which may cause an unclean, unhealthy, or untidy or noisy condition to exist outside of an enclosed structure on any particular Lot. Any activities by persons other than Declarant or its designees which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property, or which use excessive amounts of water or result in unreasonable levels of sound or light pollution, are expressly prohibited. Swimming, boating, fishing, using personal floatation devices, or any other active use of rivers, lakes, ponds, streams, or other bodies of water within the Property is expressly prohibited, except when such activities are undertaken by the Declarant or the Association in furtherance of construction, maintenance, operation and repair, and if necessary, reconstruction or replacement of Common Area, including without limitation, the Surface Water Management System, and further except that Declarant and its successors and assigns shall be permitted to draw water from ponds, streams, and other bodies of water within the Property for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Declarant or the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Property, nor shall it be responsible for any loss, damage, or injury to any person or property arising out of any other nuisance or noxious or otherwise unauthorized use of the Property. In the event of any questions as to what may be or become

a nuisance, such questions shall be submitted to the Association for a decision in writing and its decision shall be final.

J. Weeds and Underbrush. All Lots shall be landscaped with grass approved by the ARB, and shall have underground sprinkler systems providing one hundred percent (100%) coverage of grass and landscaping, with operating rain sensors. No weeds, underbrush, or other unsightly growths (such as, without limitation, grass which is more than six (6) inches tall) shall be permitted to grow or remain upon the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Notwithstanding anything to the contrary in Section 8.01U of this Declaration, in the event an Owner shall fail or refuse to keep their Lot free of weeds, underbrush, sight obstruction, refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given fifteen (15) days prior written notice of such action. In such event, the rights of the Association set forth in Article 4 shall apply.

K. Painting of Townhome Residential Units. Except in the event when re-painting is to be undertaken by the Association as a component of the Structure Exterior Maintenance, the exterior of a Townhome Residential Unit shall be re-painted within forty-five (45) days of notice by the ARB to the Owner of the applicable Townhome Residential Unit. Any such re-painting shall be further subject to the duties, powers and responsibilities delegated to the ARB in Section 7.02 of this Declaration.

L. Vehicle Parking and Towing. All commercial vehicles, recreational vehicles, trailers, self-propelled motor homes, motorcycles which are not licensed and registered for operation on public roadways, and boats shall be parked in enclosed garages at all times (except temporarily during loading and unloading and further except for construction, service, and delivery vehicles, which shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area), and shall never be parked, kept, or maintained on Common Area. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exterior or vehicles primarily used, designed, or registered for commercial purposes, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies including, without limitation, police and sheriff insignias (such foregoing not included passenger cars or official vehicles being "Qualified Vehicles"). Notwithstanding and in no way limiting the foregoing, the following activities are specifically prohibited. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Property except in an enclosed garage with the garage door remaining closed except when open as needed to permit ventilation and ingress/egress. No vehicles longer than twenty-one feet (21') or taller than eight feet (8') shall be permitted to be parked anywhere on the Property. The parking of any vehicle on any street within the Property is prohibited; provided, however, parking of licensed and registered passenger vehicles or motorcycles or Qualified Vehicles shall be permitted within driveways and on areas within the Property where parking spaces have been approved by applicable governmental authorities or the Board and identified by striping on the pavement or curb or signage. The Association shall have the right to have any vehicle parked, kept, maintained, constructed, reconstructed, or repaired in violation of these provisions towed away, at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle shall be paid to the Association by the owner of the vehicle,

and if such vehicle owner is also an Owner, the cost incurred by the Association in towing the vehicle or equipment shall be assessed against an Owner and his or her Lot and be payable on demand, and such cost shall be secured by an individual lot assessment lien. Notwithstanding anything to the contrary in this Section, the Board may from time to time promulgate additional rules which restrict, limit or prohibit parking or the use of any parking area, including without limitation, any parking area which may be in front of, adjacent to or part of any Lot, for personal passenger vehicles, commercial vehicles, Qualified Vehicles, buses, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. All such rules, if and when promulgated by the Board, shall have the same force and effect as if promulgated and initially made a part of this Declaration.

M. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of improvements constructed by the Declarant or approved by any applicable committee. This provision shall not apply to any activity of Declarant or any designated builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property.

N. Clothes Drying Area. No portion of any of the Property shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened from view from adjacent property or streets.

O. Antennas, Aerials and Storm Shutters. There shall be no exterior radio, television, dish antenna or other antenna or device for sending or receiving electromagnetic signals erected or maintained on the Property without the prior written approval of the ARB, except as otherwise allowed by law, and except that Declarant, so long as it owns any portion of the Property, or the Association shall have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property, should any master system or systems be utilized by the Association and require such exterior apparatus. No hurricane or storm shutters shall be installed unless the same are of a type and color approved by the ARB. The ARB may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law.

P. Drainage. No changes in elevations of any portion of the Property shall be made which will cause undue hardship to adjoining real property within the Property.

Q. Underground Wires. Other than for the installation of lines or wires for communication or data transmission or the transmission of electrical current in conjunction with the original construction of Townhome Residential Units and/or the original construction of other original improvements to be constructed within the Property, no lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on any Lot unless the same shall be underground and specifically permitted in writing by the ARB.

R. Animals. Except for dogs, cats and aquarium kept fish which may be kept, raised and maintained on the Property, no reptiles, livestock, poultry, pets or animals of any kind, nature or description shall be kept, raised or maintained on the Property. In addition, in no event may any animal

be bred or otherwise maintained on the Property for business or commercial purposes. No animal deemed to be a non-native species or deemed to be dangerous, vicious, or of a similar nature (all as more particularly described in Florida Statutes, Florida Administrative Code or any local government ordinances, rules or regulations), no breed of animal which is prohibited by local government ordinances, rules or regulations, and no animal deemed by the Board (in its sole and absolute discretion) to be a nuisance, is permitted to be kept, raised or maintained on any Lot and/or within any Townhome Residential Unit. Dogs, cats and aquarium kept fish, raised or maintained on any Lot or within any Townhome Residential Unit, may only be so kept, raised and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. More than two (2) dogs and/or cats kept, raised or maintained on any Lot and/or within any Townhome Residential Unit shall prima facie be considered unreasonable. Notwithstanding the foregoing, no such dogs, cats or aquarium kept fish may be kept, raised or maintained on the Property under circumstances, which, in the sole judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Property. When dogs are not within a Townhome Residential Unit they must either be on leashes under the control of the person walking them or contained within a completely fenced yard on a Lot. Notwithstanding the foregoing sentence, dogs shall be kept or housed within a Townhome Residential Unit and shall not be kept or housed outside or in a garage or on a porch, deck or patio. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet. All animals kept, raised or maintained must be registered, licensed, and inoculated as required by law.

The capturing, trapping, or killing of wildlife within the Property, other than by or on behalf of the Association, Declarant, or by a representative or designee of a governmental authority (except in circumstances posing an imminent threat to the safety of persons in the Property) is expressly prohibited.

S. Business and Sales. Except as expressly contemplated in this Declaration or the Plat, no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on or upon any Lot or within any Townhome Residential Unit. Yard sales, garage sales, moving sales, rummage sales, or similar activities are strictly prohibited, except on such dates as the Board may designate for such activities to be conducted on a Property-wide basis. Additionally, any door-to-door solicitation is strictly prohibited within the Property.

T. Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris.

U. Maintenance of Certain Improvements. All sidewalks, driveways, fences irrigation systems, landscaping, including, but not limited to, grass, trees and shrubs on Lots, and landscape lighting located on Lots (including, but not limited to, those portions located on any rights-of-way adjoining Lots in the area between the Lot line and the curb or edge of the paved roadway adjoining any Lot) shall be maintained and repaired by the Association (collectively "Lot Improvement Maintenance"). Maintenance of sidewalks, driveways or fences by the Association shall mean keeping the same in good order and repair, including, but not limited to, pressure-washing as needed to keep them in a reasonably clean condition. Maintenance of landscape lighting shall mean keeping all landscape lighting fully

functional, operating at the times required by the ARB, in the manner in which it was installed, pursuant to plans approved by the ARB, with all power consumption paid by the Association. Maintenance of landscaping and irrigation shall mean keeping all landscaping in live, healthy, and growing condition, properly watered (including compliance with governmental watering restrictions) by a fully functional irrigation system, weeded, mowed, edged, and/or trimmed as applicable, with all irrigation water consumption paid by the Association. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Association shall be responsible for the replanting, repair and/or replacement of such landscaping with similar sound, healthy plant materials, except as otherwise allowed by law. No trees may be planted by, under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) feet of any underground water, sewer, transmission line or other utility. In the event any irrigation system or landscape lighting components cease to be fully functional (including but not limited to light fixtures, light bulbs, electric cables, outlet boxes, sprinkler heads, valves, timers and meters), the Association shall repair or replace same as needed to maintain their full functionality, all at the Association's sole cost and expense. Notwithstanding the foregoing, however, the Association may, at any time and in the sole and absolute discretion of the Board, elect to terminate any or all of such Lot Improvement Maintenance and obligate the Owners to maintain the same; provided, however, that no such action shall be effective unless written notice of the termination of such services by the Association is sent to the affected Owners at least two (2) weeks in advance of any action taken.

The Association may either (i) assess the cost of such Lot Improvement Maintenance as a townhome assessment against all Lot Owners if the maintenance, repair or replacement is being performed with respect to all Lots, or (ii) if the Lot Improvement Maintenance is being performed with respect to less than all Lots, assess the cost of such maintenance, repair or replacement against the affected Lot Owner(s) as an individual assessment(s) pursuant to Section 6.07 and for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other assessments.

The Association shall only be responsible for the replacement and/or repair of any of the improvements being maintained (including, but not limited to, dead or badly damaged landscaping) when such damage, as determined by the Association in its sole and absolute discretion, is the sole result of the Association's failure to properly maintain the same or weather or natural causes, failure of parts, electric surges, expiration of useful life, or other events beyond anyone's control. If the damage or destruction is caused by the Owner, any of the Owner's agents, contractors, guests, invitees or licensees, any other third party not related to the Association, the Owner shall be responsible for the repair or replacement of such improvements and any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment pursuant to Section 6.07 and for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other assessments.

Until Class B Membership ceases to exist, no Owner or any other party may change any grass or landscaping or landscape lighting on any Lot or install any additional grass or landscaping or landscape lighting or fencing on any Lot (except to replace dead or dying grass or landscaping); provided, however, that after Class B membership in the Association ceases to exist, if an Owner seeks and obtains the approval of the ARB to install and maintain additional grass or landscaping or landscape lighting on such Owner's Lot, then the Association shall maintain such additional grass or landscaping or landscape

lighting on such Owner's Lot and any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment pursuant to Section 6.07 and for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other assessments.

V. Fences. Other than fences, walls and other similar structures constructed from time to time by the Declarant, no fence, wall or other similar structure shall be erected on any Lot unless the materials therefor and the color, location and dimensions thereof are approved by the ARB and are in accordance with such standards as may be adopted by the ARB; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by applicable governmental authorities, subject to the approval and additional requirements of the ARB. Notwithstanding the right of the ARB to adopt such standards for installation of any wall, fence or other similar structure on a Lot, the ARB shall not approve installation of any wall, fence or other similar structure in the front yard portion of a Lot and any approval for installation shall be subject to setback requirements imposed by any applicable governmental authorities. Notwithstanding the foregoing, and notwithstanding the right of the ARB, in its sole discretion, to approve installation of all fences, other than for fences constructed or installed by Declarant, (i) no solid (i.e., privacy) fences shall be installed within a Drainage Area, including, without limitation a drainage easement area or a drainage swale or berm located within a Drainage Area, and the ARB shall not approve such installation, and (ii) non-solid (i.e., open picket or rail) fences may be approvable for installation within a Drainage Area, including, without limitation a drainage easement area or a drainage swale or berm located within a Drainage Area, which is located adjacent to a boundary line which is common to two (2) Lots and provided the fence shall be installed and maintained so that the lowest portion of the picket(s) or rail(s) shall never be less than two inches (2") above the ground level, shall allow stormwater to flow through the Drainage Area without blockage and shall not cause erosion within such Drainage Area. Such non-solid fences, if approved by the ARB for installation within a Drainage Area, may also be approvable by the ARB to transition to or connection with an ARB approved solid fence which is not located within a Drainage Area.

W. Air Conditioners and Solar Panels. Except as initially installed by the Declarant or a designated builder, no heating, air conditioning (window or wall-mounted), or evaporative cooling unit shall be placed, constructed or maintained upon any Lot without the prior written approval of the ARB. Solar energy collecting units or panels may be placed, constructed or installed upon a Lot only at such locations as are determined by the ARB to minimize objectionable aesthetics, subject to the requirements of Section 163.04, Florida Statutes, as amended from time to time.

X. Signs. No sign of any kind shall be displayed to the public view on the Property, except any sign used by the Declarant to advertise the company or builder, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior, nor on any Common Area, nor on any dedicated streets, drainage easement areas or any other Dedicated Areas, if any, nor on entryways or any vehicles within the Property, except such as are placed by the Declarant. Declarant's rights under this Section 8.01X shall exist so long as Declarant owns any property subject to this Declaration, notwithstanding any limitation on Declarant's rights in Section 13.03, and shall include, without

limitation, the right to place signs in the Common Area in order to advertise the Declarant's company or builder, project, sales or other matters during the construction and sales period after Turnover.

Y. Lighting, Decoration and Flags. 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 the Property without the prior approval of the ARB. No exterior lighting fixtures shall be installed on any Townhome Residential Unit without adequate and proper shielding of fixtures and without the approval of the ARB. A reasonable number of holiday or religious lights and decorations may be displayed on a Lot for up to fifteen (15) days prior to a national or religious holiday and up to fifteen (15) days thereafter, without prior approval from the ARB, but subject, however, to the right of the Association or Declarant (so long as Declarant owns any portion of the Property), in their sole and absolute discretion, to require removal of any such decorations which are deemed to (a) be excessive in number, size, or brightness, relative to other Lots in the area; (b) draw excessive attention or traffic; (c) unreasonably interfere with the use and enjoyment of neighboring properties; and/or (d) cause a dangerous condition to exist. The Association shall have the right, upon (i) seven (7) days' prior written notice (as to holiday or religious lights or decorations) or (ii) thirty (30) days' prior written notice as to all other exterior lighting or decorations), to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence.

Other than for flags which may be displayed in a respectful manner pursuant to and in accordance with the provisions of Section 720.304(2), Florida Statutes, as may be amended from time to time, no Owner shall display a flag or flags on such Owner's Lot. The display of such permitted flags and the improvements used for such display, including, but not limited to, flagpoles, are further subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the local governmental authorities and all setback and locational criteria contained in this Declaration. Flags may be mounted and displayed in a respectful manner at an approved location on the exterior façade of a Townhome Residential Unit.

Z. Windows. Within thirty (30) days of occupancy of a Townhome Residential Unit, each Owner shall install permanent suitable window treatments on all windows facing the street. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors, or similar type items shall be installed or placed upon the outside or inside of any windows, except that professional window tinting shall be allowed subject to prior written approval of the ARB.

AA. Stormwater. No structure or landscaping that interferes with the stormwater drainage and retention system within the boundaries of the Property shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed, nor shall any improvements be installed therein, so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for stormwater drainage or retention lines or swales are located may be required by the Association to be responsible for the maintenance of such easement areas to permit the flow and retention of water in accordance with the stormwater drainage and retention system approved by applicable governmental authorities. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the

Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed.

BB. Wells. No wells for any purpose shall be permitted on the Property.

CC. Garages and Garage Doors. All Townhome Residential Units shall have an attached enclosed garage for automobiles, and all garage doors of any Townhome Residential Unit shall remain closed at all times when not in use for entry and exit to and from the garage, or for ventilation while in the garage. No garage shall be used for storage or such other purposes which preclude its use for parking of the number of automobiles for which it is designed. The conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval of the ARB, shall be strictly prohibited, unless required by an applicable governmental authority. The interior of all garages situated on any Lot shall be maintained in a neat and clean condition.

DD. Swimming Pools. Other than for swimming pools or in-ground or aboveground hot tubs or spas constructed from time to time by the Declarant, any swimming pool or in-ground or aboveground hot tub or spa to be constructed on any Lot shall be subject to the approval and requirements of the ARB. Aboveground swimming pools are prohibited. Pool screen enclosures constructed on any Lot shall be subject to the approval and requirements of the ARB. The ARB shall have the right to adopt such standards as it deems advisable in regard to the location and height of and colors and materials for any pool screen enclosures installed with the Property; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by governmental regulation or law, subject to the approval and additional requirements of the ARB.

EE. Sporting Equipment. Except such as are installed by Declarant, no recreational, playground or sports equipment shall be installed or placed within or about any portion of the Property without the prior written consent of the ARB. Portable basketball hoops shall be permitted, but must not be Visible from Neighboring Property when not in use. No skateboard ramps or play structures, including, without limitation, jungle gyms, swing sets, or similar playground equipment shall be erected or installed on any Lots without the prior written approval of the ARB. Such approved equipment shall be located at the rear of Lots, or the inside portion of corner Lots, not within any applicable setback lines, not within any easements and shall not be Visible from Neighboring Property. In addition, the rear or interior portions of any such Lots in which such approved equipment is kept shall be wholly enclosed by solid (i.e., privacy) ARB approved fencing (which fencing, if approved by the ARB, may abut or “tie into” the Townhome Residential Unit and use a portion of the Townhome Residential Unit to complete such enclosure). Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and regulations governing recreational playground or sports equipment or facilities may be adopted by the Association from time to time.

FF. Mailboxes. Mailboxes shall not be allowed on Lots if mailbox clusters are provided by the Association for all Owners at one or more locations established by the Association on the Common Area.

GG. Use of Common Area. In order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Area and Property, the Declarant and the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Area by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all third parties utilizing the Common Area shall be required to comply with such conditions as may be determined by the Association and/or the Declarant, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Area and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Area for the installation, maintenance, repair or replacement from time to time of utilities or any other improvements or facilities (a "Service Provider") pursuant to any easement, permit, license, right of use or similar right or privilege granted by either the Declarant or the Association (whether or not pursuant to this Declaration, a Plat of the Property or any other agreement or instrument) in order to accomplish the foregoing purposes and in order to avoid, if possible, the installation of improvements which interfere with the use of the Common Area and/or detract from the appearance of the Common Area and the Property. Such conditions may include, without limitation, the right of the Association or Declarant to:

- (a) Require that the Service Provider submit a written request for authorization to utilize the Common Area, in form and content (and accompanied by such additional documents and information) as are reasonably required by the Association or the Declarant to adequately review and process same;
- (b) Require the Service Provider to pay a processing fee in an amount reasonably determined by the Association or the Declarant to compensate it for the cost of processing, reviewing and approving such request;
- (c) Require that improvements be installed below ground to the maximum extent practicable;
- (d) Approve the location of any improvements;
- (e) Approve the size and composition of any above-ground improvements;
- (f) Approve the plans and specifications for all improvements;
- (g) Supervise construction, installation, repair and other activities;
- (h) Establish appropriate times for such activities to be conducted;
- (i) Require screening or landscaping around above-ground improvements;
- (j) Minimize interference with other uses of the Common Area and Property;
- (k) Impose safety, security and traffic control requirements;
- (l) Establish and enforce reasonable rules and regulations;

(m) Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider;

(n) Require the Service Provider to deposit or post with the Declarant or the Association adequate security (in the form of cash, letter of credit, bond or other acceptable security) for the performance by the Service Provider of its obligations under this Section or the compliance by the Service Provider with any conditions imposed on such Service Provider pursuant to this Section; and

(o) Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

Nothing contained herein, however, shall be construed to impose upon the Declarant or the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall either the Declarant or the Association be liable to each other or any Owner or other person for failure to establish or enforce any such conditions.

HH. Minors' Use of Common Area. Adults shall be responsible for all actions of their minor children at all times in and about the Property. Neither Declarant nor the Association shall be responsible for any use of the Common Area, by anyone, including minors. The Board may adopt reasonable rules and regulations governing minors' use of specific portions of the Common Area.

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

JJ. Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation, or of any similar breach or violation thereof at a later time or times.

KK. Waivers. Each of the Declarant (so long as it owns any portion of the Property) and the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant's or Association's sole discretion and a prior grant of a similar waiver shall not impose the duty to grant new or additional requests for such waivers.

Section 8.02 Enforcement. Failure of any Owner to comply with any restrictions, covenants, policies or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, the imposition of one or more

finer (which may become a lien against the Lot or Townhome Residential Unit, together with interest and costs of collection), or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. Subject to the provisions of Florida Statutes, Section 720.305, as the same may be amended from time to time, the Association shall have the right to suspend use of Common Property for any Owner violating these covenants, conditions and restrictions for a period of time which is the longer of sixty (60) days or the duration of a continuing violation. The Declarant, the Association or any Owner shall have the right to enforce the provisions of this Declaration, as more particularly set forth herein.

Section 8.03

Rental of Townhome Residential Units. Intentionally deleted.

ARTICLE 9 - TURNOVER

The Members of the Association other than the Declarant shall be entitled to elect a majority of the members of the Board no later three (3) months after ninety percent (90%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners other than the Declarant, unless otherwise required by law (the effective date of such transition of control being referred to as "Turnover"). The Declarant shall be entitled (but not obligated) to appoint at least one member of the Board for so long as the Declarant holds any portion of the Property for sale in the ordinary course of business, unless otherwise required by law.

**ARTICLE 10 – MAINTENANCE; INSURANCE, CASUALTY LOSSES AND REPAIRS;
PARTY SIDEWALKS; PARTY WALLS; COMMON ROOFS**

Section 10.01

Maintenance Responsibility. The responsibility for the maintenance of the Common Area, Lots, Townhome Residential Buildings or Townhome Residential Units within the Property shall be as follows:

A. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, in such manner and on such schedule as the Board, in its sole discretion, deems appropriate.

B. Exterior Maintenance, Repair or Replacement. Each Owner shall be responsible for maintaining/repainting the exterior paint and repairing or replacing the Individual Roof (e.g., shingles, shingle underlayment material/membrane and roof sheathing/decking) of a Townhome Residential Unit or Townhome Residential Building (collectively the "Structure Exterior Maintenance"). At the time an Owner, or the Association (if applicable), repaints the exterior of a Townhome Residential Unit or Townhome Residential Building it shall also caulk or recaulk, the exterior portions of all windows and exterior doors. Each Owner is responsible for ensuring that such Owner's Townhome Residential Unit remains watertight including, without limitation, reglazing windows, caulking or recaulking around windows, skylights and doors and maintaining seals on doors.

Except as may otherwise be provided in this Declaration, including, without limitation, this Article 10 or Section 8.01U, each Owner shall otherwise be responsible for maintaining such Owner's

Lot, including, but not limited to, each Townhome Residential Unit thereon, the exterior and structural elements, including, without limitation the exterior stucco or siding, foundation and all fixtures and parts thereof, and the exterior and structural elements of all other improvements located on such Owner's Lot in a good, safe and clean condition and in a neat and attractive manner and as otherwise provided elsewhere herein. To the extent that any Owner, or any of such Owner's agents, employees, guests, invitees or licensees, causes damage to any improvements which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for all other assessments.

C. Exterior Maintenance of Features Owned by Two or More Owners. Certain features may be owned by two or more Owners (eg., party walls, roof elements). In such instance each non-maintaining Owner is responsible for that percentage of the cost of such maintenance as the area of the non-maintaining Owner's element bears to the overall area of the element. When one owner undertakes maintenance of the co-owned element, it shall notify the other co-Owner at least fifteen days (15) prior to performing any maintenance and upon completion shall provide a written invoice for materials and third party labor within fifteen (15) days following the completion of such work. Said invoice shall be paid within thirty (30) days following presentment of such invoice. No fee shall be charged for labor performed by an Owner directly (only for third party labor).

D. Townhome Residential Building Maintenance. Notwithstanding Section 10.01B, the Association shall (or may, if so indicated) perform the following services:

(a) may (but shall not have the obligation to) maintain the fire sprinkler systems (if any) within all of the Townhome Residential Buildings;

(b) as more particularly described in and subject to the provisions of Section 8.01U of this Declaration, shall maintain the landscaping, grass, shrubs and trees, irrigation system and parts, and exterior lighting, from time to time located around the Townhome Residential Buildings;

(c) shall provide for initial termite prevention and treatment and secure treatment warranties for all Townhome Residential Buildings;

(d) may (but shall not have the obligation to) provide the Structure Exterior Maintenance including maintenance of an Individual Roof or Common Roof;

(e) may (but shall not have the obligation to) provide all or any portion of the Lot Improvement Maintenance;

(f) intentionally deleted; and

(g) may (but shall not have the obligation to) procure any products or services which the Association deems necessary or desirable with respect to the Townhome Residential Buildings, as determined in the exercise of the Association's Board of Directors' reasonable discretion.

E. Owner's Failure to Maintain. In the event an Owner fails to maintain his Lot or any portion of Townhome Residential Unit to the extent required in this Declaration, or in the event the Board deems it in the best interest of the Property, then the Association may provide said maintenance after delivery of fifteen (15) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot or Townhome Residential Unit as an individual assessment. The Association shall notify the Owner of said Lot or Townhome Residential Unit in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within fifteen (15) days after the date of said notice, the Association (after approval by a majority affirmative vote of the Board) may correct such condition, for which purpose the Association and its agents, employees and contractors shall have the right of entry onto the Lot and within the Townhome Residential Unit to the extent required; subject, however, to such limitations as may be imposed by Chapter 720, Florida Statutes, and other applicable laws then in effect. The cost of such maintenance shall be assessed by the Association as an individual assessment against the Lot or Townhome Residential Unit upon which such maintenance is performed, and shall not be considered part of the annual assessment. Any such individual assessment or charge shall be a lien upon the Lot or Townhome Residential Unit and an obligation of the Lot or Townhome Residential Unit Owner and shall become immediately due and payable in all respects, together with attorney's fees, court costs, recording costs, interest, an administrative fee (payable to the Association or its manager in the amount of twenty-five percent (25%) of the cost of maintenance) and other fees or costs of collection as provided for other assessments of the Association. The Association shall have a right and easement in and to the land comprising each Lot and Townhome Residential Unit in order to maintain same in accordance with this Article and said right and easement shall be a covenant running with the land as to each Lot and Townhome Residential Unit.

F. Damage Caused by Owner. Notwithstanding the foregoing, to the extent that any Owner, or any of such owner's agents, employees, guests, invitees or licensees, causes damage to any improvement which the Association or another Owner is obligated to maintain, repair and/or replace, then any cost incurred by the Association or another Owner to maintain, repair or replace such damaged improvement shall be charged the responsible Owner as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments.

G. Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Townhome Residential Unit in a neat and sanitary manner. Other than for providing initial termite control to each of the Townhome Residential Buildings located on the Property, the Association shall not be in any way responsible for any such interior maintenance nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration.

H. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner for the purpose of performing Structure Exterior Maintenance on the exterior structure including an Individual Roof or the Common Roof, a nonexclusive easement and right of ingress and egress in, under, over and across that portion of any Lot and the improvements located thereon as is reasonably required for the purpose of performing any Structure Exterior Maintenance.

Section 10.02 Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association. Each Owner shall pay all real and personal property taxes and assessments for any property owned by such Owner.

Section 10.03 Property Insurance on Townhome Residential Buildings and Townhome Residential Units.

A. Townhome Residential Unit Insured Property. The Association may, but shall not be obligated to, maintain property insurance (the “Association Townhome Residential Building Insurance”) on each Townhome Residential Building in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof. It is the intent that the Association Townhome Residential Building Insurance shall cover those portions of such Townhome Residential Buildings which would typically be required, under Florida law, to be insured by a condominium association if the Property and Townhome Residential Buildings were a condominium (collectively, the “Townhome Residential Unit Insured Property”). Specifically, but without limitation, the Association Townhome Residential Building Insurance shall exclude sheetrock or drywall, all furniture, furnishings, fixtures, countertops, water filters, floor coverings, wall coverings and ceiling coverings, other personal property or fixtures which were, without limitation, included, supplied or installed at the time the Owner originally purchased the Townhome Residential Unit or are owned or were supplied or installed by Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, and all electrical fixtures, appliances, cabinets, cabinets fixtures, vanities, interior paint, installations and/or additions comprising that portion of the Townhome Residential Building which were, without limitation, included, supplied or installed at the time the Owner originally purchased the Townhome Residential Unit or which are owned or were supplied or installed after such purchase by Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Townhome Residential Units not typically insured by a condominium association and the same shall not be Townhome Residential Unit Insured Property. Such policy(ies) may contain reasonable deductible provisions as determined by the Board, in its sole discretion. Such coverage shall afford protection against loss and/or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time-to-time are customarily covered with respect to buildings and improvements similar to the Townhome Residential Buildings in construction, location and use.

B. Excluded from Coverage. In addition to excluding coverage for property which is not Townhome Residential Unit Insured Property under the Association Townhome Residential Building Insurance, the Association shall also not be responsible for providing insurance coverage for casualties or damages resulting from floods and the Association shall not cover damages for loss of use of the Lot or Townhome Residential Unit. Unless the Association elects otherwise, the insurance purchased by the Association shall also not cover claims against an Owner due to accidents occurring within or on such Owner’s Townhome Residential Unit, nor casualty or theft loss to the contents of an Owner’s Townhome Residential Unit. It shall be the obligation of the Owner of a Townhome Residential Unit, if such Owner so desires, to purchase and pay for insurance as to all risks not covered by insurance carried by the Association (for example, a typical condominium unit owner’s policy, also known as HO-6). Each Townhome Residential Unit Owner shall be responsible for determining the extent and limits of the Association Townhome Residential Building Insurance and for obtaining separate insurance to cover all other property of such Townhome Residential Unit Owner, and to cover their personal liability, living

expenses, and any other risks and matters not otherwise insured in accordance herewith. The Association shall not be liable for any gaps in insurance coverage between the Association Townhome Residential Building Insurance and insurance obtained by the Townhome Residential Unit Owner.

C. Disclaimer. All Townhome Residential Unit Owners and/or the family, guests, invitees and tenants of said Owners, Institutional Lenders and other affected persons and/or entities are hereby advised that over time, due to the age of the Townhome Residential Unit Insured Property and nature of its construction, it may not be economically feasible or otherwise possible to insure the Townhome Residential Unit Insured Property for its full replacement value as a result of the aforesaid factors or the applicability of changes in zoning or building codes. Neither Declarant nor the Association (nor any of their respective members, committee members, managers, stockholders, officers, directors, employees, representatives, agents, affiliates, attorneys and partners and their respective successors and assigns [hereinafter “Representatives”]), shall be liable to any party whatsoever in the event of a casualty loss to any Townhome Residential Unit Insured Property which exceeds the coverage afforded by reasonably available insurance. In the event the Board, in its sole discretion, elects to discontinue maintaining the Association Townhome Residential Building Insurance, or the type of coverage provided for in Section 10.03A is not available or is cost-prohibitive, then the Association shall give each Owner of a Townhome Residential Unit insured under the Association Townhome Residential Building Insurance sixty (60) days written notice that the Association Townhome Residential Building Insurance shall be canceled or shall not be renewed. On or before the sixtieth (60th) day after such notice is given, each such Owner shall obtain and maintain, at its sole cost and expense, a homeowner’s insurance policy covering all of the items set forth herein to be covered by the Association Townhome Residential Building Insurance, such policy to be effective on or before the cancellation or expiration date of the Association Townhome Residential Building Insurance. If the Association discontinues providing the Association Townhome Residential Building Insurance as aforesaid, then the Board, in its sole discretion, shall determine a reasonable method of redistributing or reallocating any Townhome Residential Unit-Unit Deductible Reserves.

In the event that an Owner of a Townhome Residential Unit or Lot fails to obtain any insurance coverages required under this Section 10.03C or under Section 10.03B above, or if such Owner permits its insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess all costs thereof, plus interest at the highest rate allowable under law, to the Owner and the Owner’s Lot as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. In the absence of sufficient property insurance on any Lot or Townhome Residential Unit (where the Association has not purchased the coverage), the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of the Owner’s Lot and Townhome Residential Unit, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether such repairs are the responsibility of the Association or the Owner, and assess all costs, plus interest at the highest rate allowable under law, to the Owner and the Owner’s Lot as an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments.

D. Claims and Damage. In the event of a casualty loss, the Association shall be entitled to file a claim on the Association Townhome Residential Building Insurance policy for the cost of any repair or reconstruction to the Townhome Residential Unit Insured Property which is the Association’s

responsibility, and the deductible therefor shall be paid in accordance with the provisions of this Section 10.03. Repair and reconstruction of any damaged Townhome Residential Building for which a claim is paid shall be performed using materials of like kind and quality as that of the initial improvements, subject to their availability and the then-current building codes and other Laws governing construction. Each Owner of an affected Townhome Residential Unit shall be responsible for repair or replacement, and the costs thereof, of all portions of the improvements constructed on its Townhome Residential Unit which are not covered by the Association Townhome Residential Building Insurance.

E. General Requirements of Association Townhome Residential Building Insurance.

(a) The insurance policies for the Association Townhome Residential Building Insurance shall be purchased by the Association and shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

(b) The named insured shall be the Association, individually, and as agent for Owners of the Townhome Residential Units covered by the policy, without naming them. The Townhome Residential Unit Owners shall be deemed additional insureds;

(c) All policies shall provide that payments for losses made by the insurer shall be paid to the Association or the Townhome Residential Unit Insurance Trustee (if appointed) and all policies and endorsements thereto shall be deposited with the Association or the Townhome Residential Unit Insurance Trustee (if appointed);

(d) One copy of each Association Townhome Residential Building Insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Owner of a Townhome Residential Unit and lender holding a mortgage lien on a Lot or Townhome Residential Unit covered by the policy;

(e) When appropriate and obtainable, the Association Townhome Residential Building Insurance policies shall waive the insurer's right to: (i) subrogation against the Association and against the Townhome Residential Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid or reduce liability for a loss that is caused by an act or omission of Declarant or the Association (or any of their respective Representatives), one (1) or more Townhome Residential Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Townhome Residential Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Townhome Residential Unit Owner has other insurance that covers the same loss;

(f) Each Association Townhome Residential Building Insurance policy shall, if required by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration), Federal National Mortgage Association and/or Government National Mortgage Association, have the following endorsements, if applicable and if available: (i)

agreed amount; (ii) inflation guard, and (iii) machinery and equipment breakdown coverage, providing at least \$50,000.00 coverage for each accident at each location;

(g) Each Association Townhome Residential Building Insurance policy shall provide that such policy may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board may (or if required by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration), Federal National Mortgage Association and/or Government National Mortgage Association, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Townhome Residential Unit Insured Property, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section 10.03E(g);

(h) Premiums for each Association Townhome Residential Building Insurance policy shall be paid by the Owners as part of their townhome assessment;

(i) All Association Townhome Residential Building Insurance policies obtained by or on behalf of the Townhome Residential Unit Owners shall be for the benefit of the Association, such Townhome Residential Unit Owners and their Institutional Lenders, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a trustee (if appointed) as provided below, and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida (the "Townhome Residential Unit Insurance Trustee"). The Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Townhome Residential Unit Owners affected by such casualty and their respective Institutional Lenders in the following shares, but shares need not be set forth on the records of the Townhome Residential Unit Insurance Trustee:

(1) Proceeds on account of damage to Townhome Residential Buildings shall be held for the benefit of Owners of Townhome Residential Units in such Townhome Residential Buildings in proportion to the cost of repairing the damage suffered by each such affected Owner to the extent such costs of repairs for a Townhome Residential Unit exceeds the applicable Townhome Residential Unit-Unit Deductible, which cost and allocation shall be determined by the Association.

(2) No Institutional Lender shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Institutional Lender shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Townhome Residential Unit Owner and Institutional Lender pursuant to the provisions of the Declaration as amended hereby.

F. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be distributed to or for the benefit of the affected Townhome Residential Unit Owners in the following manner:

(a) All expenses of the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor.

(b) If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the affected Townhome Residential Unit Owners thereof, remittances to Townhome Residential Unit Owners and their Institutional Lenders being payable jointly to them.

(c) If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated equally among the affected Townhome Residential Unit Owners, but only after being distributed first to all Institutional Lenders on all mortgages and liens on such Owners' Townhome Residential Units in the order of priority of such mortgages and liens sufficient to pay off their mortgages, and then, after being utilized to demolish and remove any uninhabitable portions of the Townhome Residential Building and restoring the land in a manner reasonably determined by the Association (hereinafter the "Townhome Residential Unit Demolition and Cleanup Expenses"), the balance, if any, to the affected Townhome Residential Unit Owners.

(d) In making distributions to Townhome Residential Unit Owners and their Institutional Lenders, the Association or the Townhome Residential Unit Insurance Trustee (if appointed) may rely upon a certificate of the Association made by the President and Secretary as to the names of the Townhome Residential Unit Owners and their Institutional Lenders and their respective shares of the distribution.

G. General.

(a) The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Townhome Residential Unit Owner and for each holder of a mortgage or other lien upon a Townhome Residential Unit to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(b) Certain provisions in this Section 10.03G are for the benefit of Institutional Lenders of Townhome Residential Units and may be enforced by such Institutional Lenders.

(c) The Association shall have the option in its discretion of appointing a Townhome Residential Unit Insurance Trustee hereunder. If the Association fails or elects not to appoint such Townhome Residential Unit Insurance Trustee, the Association shall perform directly all obligations imposed upon such Townhome Residential Unit Insurance Trustee by the Declaration. Fees and expenses of any Townhome Residential Unit Insurance Trustee are Common Expenses.

(d) Subject to Section 10.03H below, in the event of damage to or destruction of the Townhome Residential Unit Insured Property as a result of fire or other casualty, the Board shall arrange

for the prompt repair and restoration of the Townhome Residential Unit Insured Property and the Association or the Townhome Residential Unit Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Prompt repair and restoration means that repairs and restoration are to begin not more than sixty (60) days from the date the Association or the Townhome Residential Unit Insurance Trustee (if appointed) notifies the Board and Townhome Residential Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association or the Townhome Residential Unit Insurance Trustee (if appointed) notifies the Board and the Townhome Residential Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work.

(e) If the proceeds of the Association Townhome Residential Building Insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, individual assessments, which individual assessments shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments, shall be made against the affected Townhome Residential Unit Owner(s) in sufficient amounts to provide funds for the payment of such costs.

(f) Any repairs and restoration must be made substantially in accordance with the plans and specifications for the original Townhome Residential Unit Insured Property and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the ARB and then-applicable building and other codes.

H. Election not to Rebuild. If seventy-five percent (75%) or more of the insured value of the Townhome Residential Unit Insured Property of any Townhome Residential Building is substantially damaged or destroyed following such loss (or such higher percentage, if required by the terms of the Association Townhome Residential Building Insurance policy in order for the extent of the damage or destruction to be deemed a constructive total loss under the terms of the Association Townhome Residential Building Insurance policy, so as to obligate such insurer to pay the full amount covered by such insurance policy), and if Townhome Residential Unit Owners owning an equivalent or greater percentage (or such lesser or greater amount as may be required by Law) of the Townhome Residential Units in such Townhome Residential Building consent not to proceed with the repair or restoration thereof, the Townhome Residential Unit Insured Property will not be repaired, in which event, the net proceeds of insurance resulting from such damage or destruction, after disbursements for Townhome Residential Unit Demolition and Cleanup Expenses, shall be divided among all the Townhome Residential Unit Owners in proportion to the damage suffered by each such affected Townhome Residential Unit Owner, as determined in the discretion of the Board; provided, however, that no payment shall be made to a Townhome Residential Unit Owner until there has first been paid off out of his or her share of such fund, all mortgages and liens on his Townhome Residential Unit in the order of priority of such mortgages and liens. The Association or the Townhome Residential Unit Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

I. Deductibles. Deductibles for fire, casualty or other losses covered by the Association Townhome Residential Building Insurance (or the cost of repairs not exceeding the deductibles) shall be payable as follows:

(a) Each affected Townhome Residential Unit Owner shall be responsible for payment of its Townhome Residential Unit-Unit Damage Allocation.

(b) If the sum of the Townhome Residential Unit-Unit Damage Allocations with respect to a claim for a Townhome Residential Building is less than the lesser of: (i) the actual cost to repair the damage to such Townhome Residential Building, or (ii) the Townhome Residential Unit Building Deductible, the difference shall be paid from the Townhome Residential Unit-Unit Deductible Reserve to the extent such funds are available. If there are not adequate funds available in the Townhome Residential Unit-Unit Deductible Reserve the shortfall shall be collected through individual assessments which shall be equally levied against all Townhome Residential Units in such Townhome Residential Building.

(c) The Association may determine a reasonable method for allocating among the affected Townhome Residential Units in a Townhome Residential Building the costs of repairing damages to Townhome Residential Unit Shared Elements, which method may include, but not be limited to, dividing such costs equally among the affected Townhome Residential Units in such Townhome Residential Building.

(d) The Association may, but shall not be required to establish a Townhome Residential Unit-Unit Deductible Reserve for each Townhome Residential Building which is to be funded through townhome assessments. The amount set aside for the Townhome Residential Unit-Unit Deductible Reserve in each Townhome Residential Building shall be at the discretion of the Association.

Section 10.04 Association Insurance.

A. The insurance coverages to be obtained pursuant to this Section 10.04 shall be in addition to and not in limitation of the Association Townhome Residential Building Insurance. The Board shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. In addition to the foregoing, the Association shall be obligated to obtain directors' and officers' liability insurance for the directors and officers of the Association.

Insurance obtained by the Association on any portion of the Property shall at a minimum comply with the applicable provisions of this Section 10.04, including the provisions of this Section applicable to policy terms, loss adjustment and all other subjects to which this Section applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area and the Association for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least One Million Dollars (\$1,000,000.00) of coverage for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, Five Million Dollars (\$5,000,000.00) of umbrella liability coverage.

Premiums for all insurance obtained by the Association shall be Common Expenses of the Association and shall be included in the annual assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Section (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Association and mortgagees providing construction financing on the Common Area, if any.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, Declarant, the Owners, and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(4) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(5) that any “other insurance” clause in any policy exclude individual Owners’ policies from consideration; and

(6) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker’s compensation insurance, if and to the extent required by law, directors’ and officers’ liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association’s funds, if reasonably available, flood insurance, if required, and any and all other insurance required by law or determined to be reasonably necessary and/or desirable by the Board. The amount of fidelity coverage shall be determined in the directors’ best business judgment but, if reasonably available, may not be less than three (3) months’ assessments on all Townhome Residential Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

B. Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance purchased by or written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this Section, means repairing or restoring the Property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(a) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least two-thirds (2/3) of the members of the Board shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

(b) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative

improvements are authorized, then the affected portion of the Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the standards of the Property.

C. Disbursement of Proceeds. If the damage or destruction to the Common Area, for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of any portion of the Property and may be enforced by such mortgagee.

D. Repair and Reconstruction. If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a special assessment against the Owners of Townhome Residential Units. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 10.05 Common Roofs.

A. Shared Portions of Roof. In most instances the Owner of a Townhome Residential Unit also owns the Individual Roof above that Townhome Residential Unit and is responsible for the repairs, maintenance and replacement of such Individual Roof pursuant to Section 10.01.B. above. In some instances an Owner desiring to maintain the Individual Roof above that Owner's Townhome Residential Unit (the "Maintaining Owner") will also be required, as a condition to performing such maintenance, to also repair, maintain or replace portions of the roof above a neighboring Owner's Townhome Residential Unit (a "Neighboring Owner") at the time the Maintaining Owner's roof is being repaired, maintained or replaced.

B. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

C. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Common Roof shall be shared equally by the Owners of the applicable Lots who make use of the Common Roof and shall be a lien against their respective Lots as provided hereafter.

D. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Common Roof is destroyed or damaged or requires structural repair, the Association or a Maintaining Owner or Owners, as applicable, shall have the right (but not the obligation) to either restore, repair or replace said Common Roof, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are

insufficient each Owner sharing said Common Roof shall be jointly and severally liable to the Maintaining Owners or the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association and each Owner making use of a Common Roof shall have the right to enter on the property of any Owner sharing a Common Roof during normal working hours and after reasonable notice, to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Common Roof shall have the right to enter the Townhome Residential Unit of another Owner sharing that Common Roof, without notice, to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.05 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. Any and all costs of permits, materials or third party labor expenses incurred by a Maintaining Owner shall be shared equally by all of the Owners for whom such maintenance is being performed. No bids need to be obtained by the Association or the Maintaining Owners for any such work and the Association shall designate the contractor in its sole discretion from a list provided by the Association. In the event of non-emergency work being performed by a Maintaining Owner, the Maintaining Owner and all of the Neighboring Owner shall together designate a contractor from a list provided by the Association. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association. All sums due any Maintaining Owners pursuant to this Section shall be due and payable within thirty (30) days upon demand by the Maintaining Owners.

E. Easement for Repair, Maintenance and Replacement of Common Roof. Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner making use of a Common Roof a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing the Common Roof.

Section 10.06 **Party Walls.**

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the wall and shall be a lien against their respective Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Party Wall is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore, repair or replace said Party Wall, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Party Wall shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding

liability for negligent or willful acts or omissions. The Association shall have the right to enter on the property of any Owner sharing a Party Wall during normal working hours and after reasonable notice to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Party Wall shall have the right to enter the Townhome Residential Unit of another Owner sharing that Party Wall, without notice, to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.06 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.

D. Weatherproofing. Notwithstanding any other provision of this Section 10.06, any Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner sharing a Party Wall a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of repairing, maintaining and replacing any Party Wall.

F. Additional Maintenance and Services. The Association may provide such additional services and maintenance with respect to Townhome Residential Buildings and Townhome Residential Units as the Association, in the reasonable discretion of the Board of Directors, deems necessary or desirable in order to address maintenance, repair, appearance, or other issues specific to Townhome Residential Buildings or Townhome Residential Units. Declarant hereby grants to the Association a nonexclusive easement and right of ingress and egress in, under, over and across any Lot and the improvements located thereon as may be reasonably necessary for the purpose of performing any Townhome Residential Building Maintenance.

Section 10.07 Party Sidewalks.

A. General Rules of Law to Apply. To the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage or personal injury due to negligence or willful acts or omissions shall apply concerning a Party Sidewalk.

B. Sharing of Repairs, Maintenance and Replacement. Other than as specifically set forth below, the cost of reasonable repair, maintenance and replacement of a Party Sidewalk shall be shared equally by the Owners who make use of the sidewalk and shall be a lien against their respective Lots as provided hereafter.

C. Repair and Restoration. Notwithstanding anything to the contrary provided in Section 10.01 and subject to the provisions of Section 10.03 hereof, if a Party Sidewalk is destroyed or damaged or requires structural repair, the Association shall have the right (but not the obligation) to either restore,

repair or replace said Party Sidewalk, using the applicable proceeds from any applicable property insurance, and to the extent such proceeds are insufficient each Owner sharing said Party Sidewalk shall be jointly and severally liable to the Association for the cost thereof without prejudice, however, to the right of any such Owner to collect a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right to enter on that portion of the property of any Owner sharing a Party Sidewalk, during normal working hours and after reasonable notice, as is reasonably required to perform its obligations arising hereunder; provided, however, that in the event of an emergency, the Association or any Owner of a Townhome Residential Unit sharing a Party Sidewalk shall have the right to enter that portion of a Lot of another Owner sharing that Party Sidewalk, without notice, as is reasonably required to make emergency repairs. Any and all costs incurred by the Association pursuant to this Section 10.07 for which an Owner is responsible for reimbursing the Association shall constitute an individual assessment, which individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual assessments. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion. All sums due the Association pursuant to this Section shall be due and payable immediately upon demand by the Association.

D. Easement for Repair, Maintenance and Replacement. Declarant hereby reserves unto itself and hereby further grants to the Association and to each Owner sharing a Party Sidewalk a nonexclusive easement and right of ingress and egress in, under, over and across that portion of any Lot and the improvements located thereon as is reasonably required for the purpose of repairing, maintaining and replacing any Party Sidewalk.

ARTICLE 11 - CONDEMNATION

Any conveyance of Common Area in lieu of and under threat of condemnation must be approved by (i) the Board acting on the authorization of at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property which may become subject to this Declaration, and at least two-thirds (2/3) of the members of the Board shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article 10 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 12 - DISTRICT REQUIREMENTS

The provisions of this Article are included for purposes of complying with various requirements of the District. The provisions of this Article are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article will prevail. Furthermore, if so required by the District or the City, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 12.01 **Surface Water Management System.**

A. The Declarant, its successors or assigns, has caused or will cause the Surface Water Management System to be constructed within the Property and, to the extent required, on adjacent property. The Surface Water Management System is part of the overall drainage plan for the Property encumbered by this Declaration. If, as of the date of this Declaration, a Municipal Services Benefit Unit (“MSBU”) has not been approved and established by the City for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System, the Association shall be responsible for such functions. However, if and when such an MSBU is created, the City shall be responsible for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair, reconstruction or replacement of the Surface Water Management System shall be as permitted, or if modified, as approved by the District. The Association or the City, as applicable, shall have unobstructed ingress to and egress from all portions of the Surface Water Management System at all reasonable times to maintain said drainage improvements in a manner consistent with its responsibilities as provided herein and any rules and regulations promulgated by the Association under authority thereof. No Owner shall cause or permit any interference with such access and maintenance.

B. Unless and until an MSBU is created for such purpose, the Association shall maintain all portions of the Surface Water Management System which have not been conveyed to the City, and the Association shall have the right (but not the obligation) to perform enhanced maintenance, if it so desires, of any portions of the Surface Water Management System which have been conveyed to the City. The Declarant hereby grants to the Association a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across any portions of the Surface Water Management System for such enhanced maintenance. The Association shall exist in perpetuity. However, if the obligation for the maintenance (but excluding the right to perform enhanced maintenance), operation and repair, and if necessary, reconstruction or replacement of any portion of the Surface Water Management System is vested in the Association and the Association is subsequently dissolved without an MSBU being established for maintenance of such portions of the Surface Water Management System, the Surface Water Management System shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)1. through 8., the covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the

operation and maintenance of the SWMS described in section 12.3.4(d)1. or 2., all of the District's Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, in the event of dissolution of the Association other than incident to a merger or consolidation, then any Member, affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the City to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association, including, without limitation, management of the Common Areas, as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

C. The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Property of the Association and shall be owned and operated by the Association unless and until an MSBU has been created for such purpose, in which event such Surface Water Management System shall be owned and operated by the City, through the MSBU. The applicable entity, either the Association (unless and until an MSBU is created) or the City (at such time as an MSBU is created), shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting assessments for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the system. In the event the Surface Water Management System is operated and maintained by the Association, the expenses therefor shall constitute Common Expenses of the Association included in the annual assessments set forth in Section 6.03 hereof. Additionally, to the extent that any Owner takes any action that requires the Association to repair or replace any portion of the Surface Water Management System, the cost of such repair or replacement actions shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 6.07 hereof, but shall not be considered part of the annual maintenance assessment or charge. Any repair or reconstruction of the Surface Water Management System shall be as provided in the District Permit or, if modified, as approved, in writing, by the District. Notwithstanding the foregoing, no person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

D. The Declarant may have constructed drainage swales or berms upon some or all of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon any such Lot(s) from time to time. Notwithstanding any provision of this Declaration to the contrary, each Lot Owner, including builders of Townhome Residential Units, shall be responsible for the maintenance, operation and repair of the swales on its Lot, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale or berm shall be authorized and any damage to any drainage swale or berm, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale or berm returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale or berm is located. Should any

Owner fail to sufficiently maintain such swale or berm, the Association shall have the authority to maintain the same and the cost of such maintenance shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 6.07 hereof. No Owner shall utilize, in any way, any of the drainage improvements within the Property or incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant, the Association and the ARB.

E. Unless and until an MSBU is created for maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System, the City shall have an emergency access easement to and over the Surface Water Management System within the Property in the event that inadequate maintenance thereof creates a hazard to the public health, safety, and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility or liability upon the City to enter upon the Surface Water Management System within the Property to take any action to repair or maintain the Surface Water Management System unless the same is dedicated to the City and the City assumes the responsibility to take such action or maintenance.

F. The Association shall execute and deliver any documentation required by the District or the City for the Association to accept ownership and maintenance responsibility for all or any portion of the Surface Water Management System at the time the Surface Water Management System is certified as complete and operational and to effectuate the provisions of this Section 12.01.

Section 12.02 Powers of the Association. The Association shall have all the powers set forth in Chapter 617 of the Florida Statutes.

Section 12.03 Association Membership. All Owners of Lots within the Property are Members of the Association.

Section 12.04 Association Existence. Existence of the Association shall commence with the filing of the Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

Section 12.05 Amendments. Any amendment proposed to this Declaration and the Association governing documents which would affect the Surface Water Management System, conservation, mitigation or preservation areas or water management portions of the Common Area will be submitted to the District for approval or for a determination of whether the amendment necessitates a modification of the District Permit. Any amendment affecting the Surface Water Management System will not be finalized until any necessary District Permit modification is approved by the District or the Association is advised that a modification is not necessary.

Section 12.06 Duration. All rules and regulations pertaining to the Surface Water Management System within the Property shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

Section 12.07 Water Management District Permit. The District Permit and its conditions is attached hereto as **Exhibit "B"**. In addition, the registered agent for the Association or the City (at such

time, if any, as an MSBU is created) shall maintain copies of all further permitting actions relating thereto for the benefit of the Association or the City as may be applicable.

Section 12.08 Enforcement by the District. In the event the Surface Water Management System is operated and maintained by the Association, the District shall have the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System within the Property or in mitigation or conservation areas under the responsibility or control of the Association.

Section 12.09 Wetlands and Mitigation Areas. If the Common Property includes one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement. Such areas are to be maintained by the Association in their natural state. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out this obligation. It shall be the Association's responsibility to complete the task successfully, including meeting all District Permit or other permit conditions associated with wetland mitigation, maintenance and monitoring.

Section 12.10 Additional Property. The Association or the Declarant have the power to accept into the Association additional properties that will utilize the same Surface Water Management System within the Property, as more particularly described in Article 2 hereof.

ARTICLE 13 - GENERAL PROVISIONS

Section 13.01 Amendments by Members. Other than as set forth in this Section 13.01 below, and other than as otherwise specifically set forth in this Declaration, this Declaration may be amended at any duly noticed meeting of the Association provided that at least two-thirds (2/3) of the total Class A Members and the Class B Member(s) vote in favor of the proposed amendment. Notice to the Members shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment and the effective date of the amendment. Such amendment shall be recorded in the public records of the County. Notwithstanding anything above to the contrary, as long as Declarant owns any interest in any portion of the Property, any amendment which affects rights granted to Declarant hereunder shall require Declarant's consent, which consent may be granted or withheld in Declarant's sole and absolute discretion.

Section 13.02 Amendments by Declarant. In addition to any other amendment rights granted to Declarant elsewhere herein, prior to Turnover as described in Article 9 herein, Declarant may amend this Declaration, at any time and from time to time, as to all or any portion of the Property unilaterally and without the consent of the Board, any Owner or other person claiming an interest in the Property by, through or under any Owner in the following situations: if such amendment is necessary to bring any provision of this Declaration into compliance with any applicable law;

B. if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property;

C. if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans to enable such party to make, purchase or guaranty mortgage loans encumbering any portion of the Property;

D. if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained herein;

E. if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member.

Section 13.03 **Declarant's Rights.** Prior to Turnover, Declarant reserves and shall have the sole and exclusive right:

A. To amend, modify or grant exceptions or variances from any of the use restrictions set forth herein without notice to or approval by other Owners or mortgagees.

B. Notwithstanding anything contained herein to the contrary in this Declaration, the Articles or Bylaws, Declarant shall be entitled to use any unsold Lot as an aid in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property construction trailers, sales trailers and signs advertising the sale of Lots. Declarant shall further have the right to transact on the Property any business to consummate the sale of Lots. All sales office and model furniture shall not be considered Association property but shall remain the property of Declarant.

C. Declarant, for itself, its successors, assigns and the Association, hereby reserves a perpetual, non-exclusive easement, on, over, and under the Property, including all Lots and the Common Area, for the necessary, ordinary, and reasonable maintenance and upkeep of lawns, landscaping and structures on the Property.

To the maximum extent permitted by law, all rights and reservations of the Declarant, and all exceptions and exemptions in favor of the Declarant, that are set forth in the Declaration shall continue to be effective for so long as Declarant is the owner of any real property subject to the Declaration. Such rights, reservations, exceptions, and exemptions include, without limitation, those set forth in Section 2.03, Section 5.01, Section 5.02, Section 5.03, Section 5.19.C., Section 7.01, Section 8.01, Section 13.01, Section 13.02 and this Section 13.03.

Section 13.04 **Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 13.05 **Wild Animals.** The Property is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto the Property, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto the Property, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild

creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches, decks or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) leaving birdfeeders out overnight; (iv) keeping bees; (v) not keeping garage doors closed in accordance with Section 8.01CC hereof; and (vi) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate rules and regulations which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto the Property.

Section 13.06 **FHA/VA Approval.** Notwithstanding anything herein to the contrary, as long as Townhome Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

Section 13.07 **Communication.** All communication from individual Lot Owners to Declarant, its successors or assigns, the Board or any officer of the Association shall be in writing in order to be deemed effective.

Section 13.08 **Conflicts.** In the event of a conflict between this Declaration and provisions of the Bylaws or the Articles, the terms of this Declaration shall control.

Section 13.09 **Assignment of Rights and Duties.** Any and all of the rights, powers and reservations of the Association and/or Declarant may be assigned to any person or entity which will assume the duties of the Association or Declarant, as the case may be, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or the Declarant. Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

Section 13.10 **Special Exceptions and Variations.** Unless the written consent of the Association is first obtained, no Owner other than Declarant (which shall not be required to obtain the Association's consent) shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to any portion of the Property.

Section 13.11 **Municipal Service Benefit Units.** In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service benefit units, municipal service taxing units or similar taxing districts ("MSBUs"). The MSBUs will have such responsibilities as are

defined in their enabling resolutions, which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of the Surface Water Management System, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSBUs are formed, the Property will be subject to assessment for the cost of services performed within the MSBU, and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to effect the services contemplated. Each Owner by acquiring lands within the Property agrees to pay each and every MSBU assessment and charges imposed upon the Owner's land in a timely manner, failing which such assessments and charges shall be a lien upon those lands, and the MSBU shall have the right to foreclose said lien pursuant to the MSBU's enabling resolution. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSBU.

Section 13.12 **Enforcement.**

A. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Member or Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member, Owner or the Declarant to enforce any covenant condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In connection with the aforesaid enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to its reasonable attorney's fees and costs at all pre-trial, trial, appellate levels and post judgment levels. In addition to the foregoing, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

B. Notwithstanding the foregoing, each Owner and Declarant hereby covenant and agree to waive and release any right they may have to bring any claim or claims asserted in connection with or related to the purchase of real property by Owner from Declarant, and their assignees and successors, as a class action lawsuit, as a participant or claimant in a class action lawsuit, or on a class or consolidated basis. In the event of any claim or controversy (whether in tort or contract or a statutory claim) between an Owner and Declarant, and their assignees and successors, in connection with or related to the purchase of real property by Owner from Declarant, and their assignees and successors, the parties agree that all claims or disputes between them shall be decided by arbitration in Orlando, Florida in accordance with the Home Construction Arbitration Rules of the American Arbitration Association in existence at the time of filing. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. Any demand for arbitration must be filed after first complying with any requirements under the purchase and sale agreement for the purchase of real property between such Owner and Declarant, and their assignees and successors. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration and Florida law as well as the Federal Arbitration Act.

Section 13.13 Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 13.14 Interpretation. The Declarant shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions pertaining to the rights and responsibilities of the Declarant arising in connection with this Declaration and to construe and interpret such provisions, and its good faith determination, construction or interpretation shall be final and binding. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all other questions arising in connection with this Declaration and to construe and interpret all other provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 13.15 Authorized Action. All actions which the Association is allowed to take under this Declaration shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this provide otherwise.

Section 13.16 Termination of Declaration; Disposition of Common Property. The Members of the Association may terminate this Declaration upon the affirmative vote of all outstanding votes of each membership class at a meeting of the Members duly called for such purpose. Such termination, however, shall not be effective until all applicable portions of the Common Property owned by the Association, including Conservation Easement Areas (if any), are transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate. In the event of termination, dissolution or final liquidation of the Association, ownership of the portion of the Surface Water Management System owned by the Association and the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity in accordance with the rules and regulations of the District and any such transfer and acceptance must be approved in writing by the District prior to such termination, dissolution or liquidation.

Section 13.17 Execution of Documents. The development of the Property may require from time to time the execution of certain documents required by governmental authorities to facilitate the

provisions thereof. To the extent that said documents require the joinder of Members or Owners, the Declarant, so long as it owns any portion of the Property, and thereafter the Association, by its duly authorized representative, as the agent or the attorney-in-fact for the Members and Owners, may execute, acknowledge and deliver such documents and the Members and Owners, by virtue of their acceptance of deeds to portions of the Property, irrevocably nominate, constitute and appoint the Declarant or the Association as the case may be, through its duly authorized representative, 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 shall recite that it is made pursuant to this Section.

Section 13.18 Declarant's Consent or Approval. Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, any action which is subject to Declarant's consent or approval shall no longer require such consent or approval.

Section 13.19 Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will neither perform any act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 13.20 Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 13.21 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 13.22 Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida.

Section 13.23 Waivers, Exceptions and Variances by Declarant and Association. Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, the Declarant specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Declarant shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the restrictions and other provisions specified in this Declaration where, in the reasonably exercised good faith judgment and discretion of the Declarant, the Declarant shall determine or decide that such deviation, violation or infraction is de minimus, minor, or insignificant, and (b) grant waivers of, exceptions to, or variances from, the restrictions and other provisions specified in this Declaration where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any restriction or provision to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, the Declarant, in the exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide

that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (i) the uniform plan of development for the Property, (ii) the architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (iii) the objects and purposes of this Declaration as hereinabove enumerated. The Declarant shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (x) the expiration of a period of fifteen (15) years from the date of the recordation of this Declaration among the Public Records of the County, or (y) the sale by the Declarant or its successors or assigns in the ordinary course of business, and not in bulk, of all Lots which may be developed in the Property, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Declarant to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Declarant to and thereafter vest in the Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot pursuant to the provisions of this Section, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot.

Notwithstanding the foregoing, nothing contained in this Declaration shall be interpreted to authorize any actions, waivers, variances, exceptions or other decisions by the Declarant, the ARB, the Association, the Owners or any other group or person which would violate the City of Titusville Land Development Regulations, or Code of Ordinances, or any local, state or federal ordinances, laws or regulations.

Section 13.24. No Amendments Contrary to Law; City's Approval Rights.
Notwithstanding any provision in this Declaration to the contrary, no amendments to this Declaration shall be made which are in conflict with the City's Land Development Regulations or Code of Ordinances or other local, state or federal ordinances, laws or regulations; and all changes, amendments or alterations to this Declaration affecting the rights granted to the City in Section 12 hereunder or elsewhere in the Declaration must be approved by the City of Titusville City Council.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:
WITNESSES:

PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: Manager

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as Manager of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, on behalf of the company. He ☐ is personally known to me or ☐ has produced a driver’s license as identification.

(NOTARY SEAL)

NOTARY SIGNATURE

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

JOINDER OF ASSOCIATION

The undersigned, **ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for profit corporation (the "Association") does hereby join in this DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ODYSSEY RIDGE (this "Declaration"), to which this Joinder of Association is attached, and agrees and acknowledges that the terms and provisions thereof are and shall be binding upon the undersigned and its successors in title.

Signed, sealed and delivered in the presence of: **"ASSOCIATION"**

ODYSSEY RIDGE HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as President of ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Print Name _____
Title: Notary Public
Serial Number, if any: _____
My Commission Expires: _____
(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

A PART OF LOTS 105, 106, 107, 108, 117, 118, 119, AND 120, ACCORDING TO THE PLAT OF TITUSVILLE FRUIT AND FARM LANDS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 27, RUN THENCE NORTH 89°43'04" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF SISSON ROAD (A 50 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE NORTH 00°01'18" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 605.01 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE NORTH 89°43'04" WEST A DISTANCE OF 1298.54 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LOT 117; THENCE NORTH 00°00'52" EAST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE AFORESAID LOT 108, A DISTANCE OF 510.01 FEET TO THE SOUTHEAST CORNER OF TRACT E OF THE PLAT OF OAK RIDGE TOWNHOMES, RECORDED IN PLAT BOOK 55, PAGE 26 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°43'04" EAST A DISTANCE OF 1298.22 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY LINE OF SISSON ROAD; THENCE SOUTH 00°01'18" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 510.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 662,180 SQUARE FEET OR 15.202 ACRES, MORE OR LESS.

EXHIBIT “B”

District Permit



St. Johns River Water Management District

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

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

July 05, 2023

Vishaal Gupta – Sent via email: ssharma@parksquarehomes.com
Park Square Enterprises, LLC
5200 Vineland Rd Ste 200
Orlando, FL 32811-7674

SUBJECT: Permit Number: 196990-1
Project Name: Odyssey Ridge

Dear Mr. Gupta:

Enclosed is your individual permit issued by the St. Johns River Water Management District on July 05, 2023. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

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

Noticing Your Permit:

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

Compliance with Permit Conditions:

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

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Ron Howse, TREASURER
COCCA

Ryan Atwood
MOUNT DORA

Doug Bourmiquie
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Cole Oliver
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

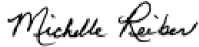
Transferring Your Permit:

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

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

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

Sincerely,



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

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File
John Fitzpatrick - Sent via email: ssharma@parksquarehomes.com
Fitzpatrick
Allison A Brunetto – Sent via email: abrunetto@poulosandbennett.com
poulos & bennett

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

PERMIT NO: 196990-1

DATE ISSUED: July 05, 2023

PROJECT NAME: Odyssey Ridge

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 19.87-acre project known as Odyssey Ridge as per plans received by the District on June 7, 2023.

LOCATION:

Section(s): 37 Township(s): 22S Range(s): 35E
Brevard County

Receiving Water Body:

Name	Class
Indian River	II, OFW, IW

ISSUED TO:

Park Square Enterprises, LLC
5200 Vineland Rd Ste 200
Orlando, FL 32811-7674

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

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

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

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated July 05, 2023

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

By: 

Marjorie Cook
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 196990-1
Odyssey Ridge
DATED: July 05, 2023

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

Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

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

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
23. The permittee has documented its real property interest over the land upon which the activities subject to the application will be conducted as evidenced by a contract to purchase the real property included in the application. In accordance with Section 4.2.3.(d), ERP Applicant's Handbook, Volume I, work cannot begin until proof of ownership is provided to the Agency.
24. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
25. The proposed surface water management system must be constructed and operated according to the plans received by the District on June 7, 2023.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sirwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
permit#_____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

EXHIBIT “C”

Articles of Incorporation of Association



April 4, 2024

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC.
5200 VINELAND ROAD
SUITE 200
ORLANDO, FL 32811US

The Articles of Incorporation for ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC. were filed on April 3, 2024, and assigned document number N24000004149. 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 H24000122480.

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.

Monique K Anderson
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 024A00007246

P.O BOX 6327 - Tallahassee, Florida 32314



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on April 3, 2024, as shown by the records of this office.

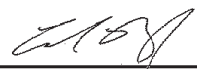
I further certify the document was electronically received under FAX audit number H24000122480. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N24000004149.

Authentication Code: 024A00007246-040424-N24000004149-1/1



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


Secretary of State

ARTICLES OF INCORPORATION
OF
ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, a resident of the State of Florida, and of full age, this day executed these Articles of Incorporation ("Articles") for the purpose of forming a corporation not-for-profit, and does hereby certify:

ARTICLE 1
NAME OF CORPORATION

The name of the corporation is ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereafter called the "Association").

ARTICLE 2
PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 5200 Vineland Road, Suite 200, Orlando, Florida 32811.

ARTICLE 3
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 and Vishaal Gupta is hereby appointed the initial registered agent of this Association at that address. The registered agent shall maintain copies of all permits for the benefit of the Association.

ARTICLE 4
DEFINITIONS

All terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for ODYSSEY RIDGE, as the same may be amended and supplemented from time to time ("Declaration"), unless these Articles of Incorporation specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 5
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, operation preservation, and architectural control of the Open Space, Common Property, recreation areas, private roads and sidewalks (if any) within the Property and all street lights and landscaping on

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and around such private roads, and to promote the health, safety and welfare of the residents of the Property for the following purposes:

A. Exercise all of the powers and privileges and to perform all of the rights, duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded among the Public Records of the County, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means all charges or assessments, including, without limitation, that portion of the assessments which shall be used for the maintenance and repair of the Stormwater Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements, pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including, without limitation, the costs of maintenance and operation of the Stormwater Management System, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association, if any;

C. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property of the Association, if any, in connection with the affairs of the Association;

D. Borrow money, and with the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the power and authority to mortgage the property of the Association, if any, and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions;

E. Pledge Association revenues as security for the performance of any obligation to any governmental agency or authority;

F. Dedicate, sell or transfer all or any part of the Common Property, if any, to any governmental unit, public utility, or private party approved by at least two-thirds (2/3) of the Board and (to the extent Declarant still owns any portion of the Property) Declarant;

G. Operate and maintain the Common Property in accordance with the Declaration;

H. Have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued;

I. Appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

J. Operate, maintain and manage the Surface Water Management System in a manner consistent with the requirements of the District Permit and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein;

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K. Demonstrate that the portions of the Property on which the Surface Water Management System is located are owned or otherwise controlled by the Association to the extent necessary to operate and maintain the Surface Water Management System or convey operation and maintenance responsibility to another entity; and

L. Have and exercise any and all powers, rights and privileges set forth under the Declaration and the Bylaws.

ARTICLE 6 **MEMBERSHIP**

Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

ARTICLE 7 **VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of the individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners of such Lot. Upon such notification the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred.

ARTICLE 8 **BOARD OF DIRECTORS/OFFICERS**

Section 8.1 Number. Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. Notwithstanding the preceding sentence, pursuant to Section 720.307(2), Florida Statutes, Owners other than the Declarant are entitled to elect one (1) member of the Board, in addition to those appointed by the Declarant, when fifty percent (50%) of all the Lots ultimately planned for the Property are conveyed to Owners other than the Declarant.

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After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one (1) member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles and the Bylaws, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 8.2 **Term.** Directors shall be appointed to serve for three (3) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one (1) member of the Board may serve as a Director.

Section 8.3 **Initial Directors and Officers.** The names and addresses of the person who are appointed by Declarant to act in the capacity of Directors and Officers are:

Amanda Whitney President and Director	5200 Vineland Road; Suite 200 Orlando, FL 32811
Achal Aggarwal Vice President and Director	5200 Vineland Road; Suite 200 Orlando, FL 32811
Ernestina Whitney Secretary/Treasurer and Director	5200 Vineland Road; Suite 200 Orlando, FL 32811

ARTICLE 9 **DISSOLUTION**

The Association may only be dissolved upon termination of the Declaration as set forth therein. Upon such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, including, but not limited to the Common Property, if any, shall be transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be

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transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Section 12.3 of the Environmental Resource Permit Applicant's Handbook Volume I, and be approved by the Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 10
DURATION

The Association shall exist perpetually.

ARTICLE 11
INCORPORATOR

The name and address of the incorporator is as follows:

VISHAAL GUPTA	5200 Vineland Road; Suite 200 Orlando, FL 32811
---------------	--

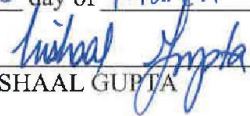
ARTICLE 12
AMENDMENTS

Prior to Turnover, amendment of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the Board of Directors. Following Turnover, these Articles of Incorporation shall be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE 13
FHA/VA APPROVAL

Notwithstanding anything herein to the contrary, as long as Townhome Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined in the Declaration, (ii) dedication of Common Area, and (iii) amendment of the Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to the Declaration, then Declarant shall have the right to so modify the Declaration without the necessity of joinder or approval of the Board or any Owner or other party who may be affected.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 26 day of March, 2024.



VISHAAL GUPTA

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process on ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC. within the State of Florida, at the place designated in ARTICLE 3 of the foregoing Articles of Incorporation, accepts the appointment as registered agent for ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC. and is familiar with and accepts the obligations of this position.


VISHAAL GUPTA

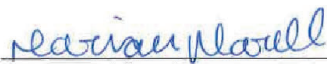
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of March, 2024, by VISHAAL GUPTA. He ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Mariana Morell
Notary Public
State of Florida
Comm# HH111077
Expires 3/29/2025


Notary Public Signature
Mariana Morell
(Name typed, printed or stamped)

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EXHIBIT “D”

Bylaws of Association

BYLAWS
OF
ODYSSEY RIDGE
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

The name of the corporation is ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 5200 Vineland Road, Suite 200, Orlando, Florida 32811, but meetings of the Board of Directors of the Association may be held at such other places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE 2
DEFINITIONS

All terms used in these Bylaws shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for ODYSSEY RIDGE, as the same may be amended and supplemented from time to time (the "Declaration"), unless these Bylaws specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 3
MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 P.M. or on such other day and at such other time and place as the Board may determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, by a majority of the Board of Directors, or upon written request of the Members that are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3.3 Notice and Quorum. Notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members using one of the means specified in Section 720.306(5), Florida Statutes, not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.4 **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable by the Member executing such proxy.

ARTICLE 4 **BOARD OF DIRECTORS**

Section 4.1 **Number.** Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. Notwithstanding the preceding sentence, pursuant to Section 720.307(2), Florida Statutes, Owners other than the Declarant are entitled to elect one (1) member of the Board, in addition to those appointed by the Declarant, when fifty percent (50%) of all the Lots ultimately planned for the Property are conveyed to Owners other than the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one (1) member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to the Articles and these Bylaws, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 4.2 **Term.** Directors shall be appointed to serve for three (3) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one (1) member of the Board may serve as a Director.

Section 4.3 **Removal.** After Turnover any Director may be removed from the Board, with or without cause, by an affirmative vote of a majority of the outstanding votes entitled to be cast by the Members of the Association. Prior to Turnover, the Declarant shall be entitled to remove Directors with or without cause and appoint replacement Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 **Action Taken Without a Meeting.** The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5 **MEETINGS OF DIRECTORS**

Section 5.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held not less frequently than quarterly, at such place and hour as may be fixed from time to time by resolution of

the Board. All meetings of the Board shall be open to all Members and Owners except meetings between the Board and its attorney with respect to proposed or pending litigation covering matters which would be governed by the attorney/client privilege. Except as otherwise provided in the Declaration, the Articles or these Bylaws, notices of all Board meetings shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours prior to any meeting except in an emergency. Notices of any Board meeting at which assessments will be considered and levied shall include a statement to that effect.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 5.3 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 shall be regarded as the act of the Board.

Section 5.4 Voting. The Directors shall not vote by proxy or secret ballot at Board Meetings, except for purposes of election of officers. The Secretary of the Association shall record in the minutes of each meeting the vote of each Director on each matter brought before the Board.

ARTICLE 6 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 6.1 Powers. The Board of Directors shall have power to:

A. Adopt or amend and publish rules and regulations governing the use of the Property, including, without limitation, the Common Property, if any, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the rights of Owners to use the Common Property, if any, and/or impose fines on such Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association, on the terms set forth in the Declaration. Fines may be levied in an amount of up to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation, or ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS \$1,000.00 after notice and hearing, in accordance with applicable law, for a reasonable period for infraction of published rules and regulations. Any such fines shall bear interest at ten percent (10%) per annum from the date due until paid and may be the subject of a claim of lien treated as any other assessment under the Declaration. Upon fourteen (14) days notice to any Owner, tenant, guest or invitee against whom a fine is to be imposed, a committee of at least three (3) panel members, appointed by the Board who are not officers, directors or employees of the Association, shall hold a hearing upon any proposal by the Board to levy reasonable fines, not to exceed ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation or ONE HUNDRED AND NO/DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS \$1,000.00) against any Owner, or an Owner's tenant, guest or invitee for violations of the Declaration or any rules of the Association. This hearing shall not apply with respect to fines against any Owner for failure to pay assessments or other charges when due;

C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. 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 meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees or consultants as may be deemed appropriate, and to prescribe their duties.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members;

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

C. Fix, levy, collect and enforce payment of assessments, as more fully described in the Declaration;

D. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

E. When appropriate, file and foreclose a lien against any Lot for which assessments, fines or costs to cure violations of the Declaration are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;

F. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. Cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate;

H. Cause the Common Property, if any, to be maintained in accordance with the Declaration; and

I. Perform all such other duties as may be set forth herein or in the Declaration or as may be required by law.

Section 6.3 Litigation. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), the Association must obtain the affirmative approval of seventy-five percent (75%) of all Class A Members, at a meeting of the members duly called for such purpose.

Notwithstanding anything in these Bylaws, the Articles, or the Declaration to the contrary, this Section may not be amended without the affirmative approval of seventy-five percent (75%) of all Class A Members, at a meeting of the Members duly called for such purpose.

ARTICLE 7 **OFFICERS AND THEIR DUTIES**

Section 7.1 Officers. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer sooner dies, resigns, or is removed.

Section 7.4 Special Appointments. 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.

Section 7.5 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, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 Multiple Offices and Positions. The offices of President, Vice-President, Secretary and Treasurer may be held by the same person. Any officer may also serve on the Board.

Section 7.8 Duties. The duties of the officers are as follows:

A. President:

1. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments.

B. Vice-President:

1. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary:

1. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer:

1. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 7.9 Delegation of Duties. Notwithstanding anything in this Section to the contrary, the Board of Directors may delegate any of the duties specified herein or permitted hereby to such persons or entities, including without limitation, the representative(s) of a property management company, as the Board may deem appropriate from time to time, to the extent permitted by law.

ARTICLE 8
BOOKS AND RECORDS

The Association shall maintain all official records (including, but not limited to, current copies of the Declaration, Articles of Incorporation, and these Bylaws) as required by Section 720.303(4) of the Florida Statutes. These records shall be made available for inspection and photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access from a Member. The Board may adopt reasonable written rules governing access to inspection and copying of Association records and may impose reasonable fees for such services as published by the Board from time to time to cover the costs of providing copies of Association records.

ARTICLE 9
ASSESSMENTS

As more fully provided in the Declaration, the Association shall levy assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge not greater than that permitted by law per installment may be imposed at the option of the Association, and the Association may bring an action at law against the Owner or Member personally obligated to pay the same and/or file and foreclose a lien against the Lot and the improvements thereon, together with interest, costs, and reasonable attorney's fees of any such action which shall be added to the amount of such assessment. No Owner or Member may waive or otherwise

escape liability for the assessments provided for herein by nonuse of any Common Property or abandonment of a Lot or for any other reason.

ARTICLE 10 **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 11 **AMENDMENTS**

Section 11.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

ARTICLE 12 **MISCELLANEOUS**

Section 12.1 The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the ODYSSEY RIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association as of the _____ day of _____, 2024.

Suhriel Rojas, Secretary

SURETY PERFORMANCE BOND**BOND NO. 5857507****KNOW ALL MEN BY THESE PRESENTS:**

That **Park Square Enterprises, LLC** having an address of **5200 Vineland Road #200, Orlando, FL 32811**, hereinafter referred to as “Principal”, and **Great American Insurance Company**, a corporation licensed to transact surety business in the State of Florida, and having an address of **301 E. Fourth Street, Cincinnati, OH 45202**, herein after referred to as “Surety”, are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as “CITY” in the sum of **\$1,761,303.47**, lawful money of the United States of America, for the payment of which the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors and successors and assigns, firmly by these presents.

WHEREAS, Principal has agreed to construct the improvements listed below in the **Odyssey Ridge subdivision** as shown on the preliminary plat/engineering plans (construction plans) approved **February 27, 2024** and on the proposed final plat. The improvements to be constructed are as follows: infrastructure improvements, to guarantee the proper installation of water lines, sewer lines, drainage, sidewalks, roads and other public improvements related to the development of said plat, as shown on the approved site plan, including the reconstruction, restoration and repair of all existing and future street paving, shoulders, drainage swales, water and wastewater utilities and other drainage structures damaged or subsequently affected by construction of said improvements as determined by the City.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully construct the improvements as stated herein without damaging any City road, facilities, utilities, property or easement and complete the work, acceptable to the City, according to approved plans, specifications and established standards within one (1) year from the date the final plat is approved, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The City Administrator, for good cause shown by the Principal, may extend the time for installation of the public improvements for a period not to exceed six (6) months.

If the Principal shall be declared in default by the CITY for failure to construct the improvements or for damaging the City road, facilities, utilities, property or easement, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the CITY for the corrective work required by the CITY, then the CITY shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any and all damages, which the CITY may sustain on account of the default. The CITY may, at its discretion, provide the Principal and

Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the CITY completing such work. After the expiration of the aforesaid grace period, the CITY shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the CITY's acceptance of the lowest responsible bid for the completion of said work, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the CITY is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The CITY, at its discretion, may permit the Surety to complete such work in the event of the Principal's default. In such case, the Principal and Surety shall be jointly and severally liable hereunder to pay to indemnify the City, up to the amount of this bond, upon completion of said reconstruction, restoration or repair work, for the final total cost thereof, including but not limited to, engineering, legal and contingent costs together with any and all damages, which the City may sustain on account of the failure of the Principal to comply with all of the requirements thereof.

It is further agreed that the total amount of this bond shall be based on rates and/or unit costs as established in standards or other regulations currently in effect in the City of Titusville. In the event that the CITY commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the CITY, including attorney's fees. No right or action shall accrue on this Bond to or for the use of any person or corporation other than the City names herein or the successors of the City. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Florida law for suit on contracts under seal.

The Surety hereby waives notice of and agrees that any changes or amendments to the Construction Plans, site plans or permits does not affect Surety's obligations under this Bond.

IN WITNESS HEREOF, the Principal and Surety has caused this Surety Performance Bond to be executed in its name and its respective corporate seal to be affixed, by its duly authorized officers,

EXECUTED this 17th day of April, 2025.

PRINCIPAL: Park Square Enterprises, LLC

Vishal Gupta

Print name: Vishal Gupta

Title: Manager

SURETY: Great American Insurance Company

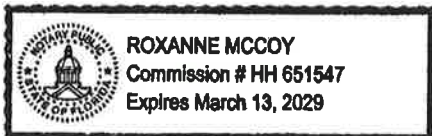
William Reidinger

Print name: William Reidinger

Title: Attorney-in-Fact

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th day of April 2025,
by **PRINCIPAL** name, title Vishaal Gupta, Manager by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.



Roxanne McCoy
Notary Public, State of Florida
Printed Name: Roxanne McCoy
My Commission expires: 3/13/2029

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17th day of April 2025,
by **SURETY** name, title William Reidinger, Attorney-in-Fact by means of ☒ physical presence
or ☐ online notarization, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.



Ashley McMann
Notary Public, State of ~~Florida~~ Illinois
Printed Name: Ashley McMann
My Commission expires: 4/20/2027

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. 5857507

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
William Reidinger	20 N Martingale Rd, Suite 100 Schaumburg, IL 60173	\$100,000,000.00

Principal: Park Square Enterprises, LLC
Obligee: City of Titusville, Florida

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of April, 2025.
Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

Mark V. Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17th day of April, 2025, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of April, 2025.



Stephen C. Beraha
Assistant Secretary

SURETY PERFORMANCE BOND**BOND NO. 5857508****KNOW ALL MEN BY THESE PRESENTS:**

That we **Park Square Enterprises, LLC** having an address of **5200 Vineland Road #200, Orlando, FL 32811**, hereafter referred to as "Principal", and **Great American Insurance Company**, a corporation licensed to transact surety business in the State of Florida, and having an address of **301 E. Fourth Street, Cincinnati, OH 45202** hereinafter referred to as "Surety", are held and firmly bound unto the City of Titusville, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" in the sum of **\$97,342.13** for payment of which we bind ourselves, our heirs, executors and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, this Performance bond is being posted to delay the installation of sidewalks, throughout the **Odyssey Ridge** subdivision, except on lots obtaining a building permit, until two (2) years after the date of final plat approval for **Odyssey Ridge** subdivision. At the end of the two (2) years period, the Principal shall have installed all sidewalks pursuant to the approved final plat and Section 34-182 of the City's Land Development Regulations.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the conditions set forth herein without damaging any City road or easement, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Principal shall be declared in default by the City for failure to install the improvements within the above time periods, the Surety shall have thirty (30) days from the date of said default within which to take whatever action it deems necessary to complete the work and/or repair damaged property if necessary. If, at the expiration of thirty (30) days from the date of said default, no arrangements have been made by the Principal or Surety satisfactory to the City for the corrective work required by the City, then the City shall have the right to perform such work and charge the cost thereof, including but not limited to, engineering, legal and other costs, together with any damages, either direct or consequential, which the City may sustain on account of the Principal's default. The City may, at its discretion, provide the Principal and Surety with an estimate of costs of completing such work prior to completing such work, and the Principal and Surety shall be liable for the amount shown on such estimate prior to the City completing such work. After the expiration of the aforesaid grace period, the City shall have the additional right to contract for the completion of such work which the Principal has failed to perform or correct and upon the City's acceptance of the lowest responsible bid for the completion of said permit, the Principal and Surety shall become immediately liable for the amount of said bid and in the event the City is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of twelve percent (12%) per annum beginning with the commencement of such legal proceedings. The City, at its discretion, may permit the Surety to complete such work in the event of the Principal's default.

In the event that the City commences suit for the collection of any sums due hereunder, the Principal agrees to pay all costs incurred by the City, including attorney's fees.

EXECUTED this 17th day of April, 2025.

PRINCIPAL: Park Square Enterprises, LLC SURETY: Great American Insurance Company

Print: Vishal Gupta
Title: Manager

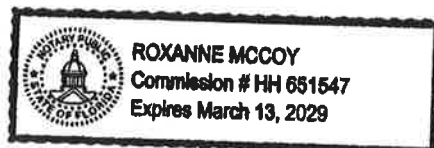
Print: William Reidinger
Title: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 18th day of April, 2025, by Vishal Gupta, who is personally known to be or who has produced as identification and did/did not take an oath.

[Signature]
Notary Public, State of Florida
My Commission expires: 3/13/2029

*see attached jurat for Surety Notary Acknowledgement



State of ... Illinois
County of Cook ss.:

Surety
Company
Acknowledgment:

On this 17th day of April 2025, before me personally appeared.... William Reidinger....., to be known, whom being by me duly sworn, did depose and say: that he/she resides at.. Schaumburg, IL....., that he/she is the Attorney In Fact of Great American Insurance Company the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



.....
Ashley McMann, Notary Public in and for the above County and State.

My commission expires..... 4/20/2027

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. 5857508

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
William Reidinger	20 N Martingale Rd, Suite 100 Schaumburg, IL 60173	\$100,000,000.00

Principal: Park Square Enterprises, LLC
Obligee: City of Titusville, Florida

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of April, 2025.
Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17th day of April, 2025, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

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Stephen C. Beraha

Assistant Secretary