

This instrument was prepared by  
and return to:

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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS  
FOR BRIDGEWALK**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR BRIDGEWALK ("**Declaration**") is made this 14<sup>th</sup> day of August, 2022, by STANDARD PACIFIC OF FLORIDA, LLC, a Delaware limited liability company f/k/a Standard Pacific of Florida, a Florida general partnership ("**Declarant**").

**RECITALS**

A. The Declarant recorded the Declaration of Covenants, Conditions, Easements and Restrictions for Bridgewalk on February 15, 2022 in Official Records Book 5891, Page 604, of the Public Records of Osceola County, Florida (collectively, the "**Original Declaration**"). The Original Declaration is herein referred to as the "**Declaration**".

B. The real property currently submitted to the master planned residential community known as Bridgewalk ("**Bridgewalk**") is described in **Exhibit "A"** attached to the Declaration (the "**Properties**").

C. Declarant, pursuant to its rights as Declarant under the Original Declaration, desires to amend and restate the Original Declaration in its entirety, including all exhibits attached thereto, and replace the same with this Amended and Restated Declaration and exhibits in order to eliminate conflicting, ambiguous and obsolete provisions contained in the Declaration by amending and restating the Original Declaration.

D. This Declaration is intended to and shall amend, restate and replace in its entirety the Original Declaration.

E. Declarant desires to subject the Properties to the covenants, conditions and restrictions contained in this Declaration.

F. This Declaration is a covenant running with all of the land comprising Bridgewalk, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Declaration, Declarant hereby declares that the Properties, together with such additions thereto as are hereafter made pursuant to Article 3 of the Declaration, shall be held, transferred, sold, conveyed, leased, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by the Declaration.

1. **COMMUNITY.**

- 1.1 **Binding Effect.** The Properties and any additional property that is made subject to this Declaration in the future by filing of one or more Supplemental Declarations in the Public Records shall be owned conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all persons having any right, title or interest in any portion of the Properties, as well as the occupants of any Home (as defined herein) and their guests and invitees.
- 1.2 **Community.** The Declarant contemplates that the Community will consist of single family detached homes and single family attached homes, together with certain infrastructure and facilities shared in common by all of the Owners. Such infrastructure and facilities will be owned, operated, maintained, repaired, replaced, insured, preserved and improved by the Association or the District, as applicable. The Declarant intends to construct the following Infrastructure for the benefit of the Community: SWMS, Alleyways, streets, drives, driveways, roadways, walkways, drainage and retention areas, potable water and sewer lines and facilities; irrigation systems and facilities; recreational facilities; certain utilities; mail kiosks, sidewalks, green spaces, landscaped areas, and other such facilities and services on the Association Property.
- 1.3 **Neighborhoods within Community.** Each Home within the Properties shall be located within a Neighborhood. This Declaration or a Supplemental Declaration may designate Neighborhoods (by name, lot, or other identifying designation), which Neighborhood may be then existing or newly created. Prior to Turnover, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of more than fifty (50%) percent of the Voting Interests in the affected Neighborhoods. The following Neighborhoods are hereby designated by this Declaration:
- 1.3.1 All single family attached Homes are hereby designated as the "**Townhome Neighborhood.**"
- 1.3.2 All single family detached Homes are hereby designated as the "**SFD Home Neighborhood.**"
- 1.4 **Association Documents.** This Declaration, each Supplemental Declaration, the Articles of Incorporation and the Bylaws of the Association, as any of them may be supplemented or amended in the future ("**Association Documents**") create a general plan of development for the Properties that may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within the Properties. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing more restrictive provisions than this Declaration.
- 1.5 **Service Area Designation.** Certain Lots within the Community may be located within a Service Area. A Supplemental Declaration submitting additional property to this Declaration may designate the property submitted thereby to a Service Area (by name, tract, or other identifying designation), which Service Area may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 3.3, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to re-designate Service Area boundaries; provided, two (2) or more existing Service Areas shall not be combined without the consent of a majority of the Voting Interests in each of the affected Service Areas.

- 1.6 Site Plans and Plats. The Plat(s) for the Properties may identify some of the Common Areas. The description of the Common Areas on the Plat(s) shall be subject to change and the notes on the Plat(s) are not a guarantee of what improvements will be constructed as Common Areas. Site plans used by Declarant in its marketing efforts may illustrate the types of improvements that may be constructed on the Common Areas but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat(s) or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas.
2. **DEFINITIONS**. The following words when used in the Declaration (unless the context shall prohibit) shall have the following meanings:
- 2.1 "Alleyways" shall have the meaning set forth in Section 8.12 hereof.
- 2.2 "Architectural Guidelines" means such standards of conduct, maintenance or other activity, if any, established by the Declarant or the ARC pursuant to Section 16.2 hereof.
- 2.3 "Architectural Review Committee" or "ARC" means the committee created pursuant to Section 16.1 hereof.
- 2.4 "Articles" means the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida (a copy of which is attached hereto as Exhibit B), as amended from time to time.
- 2.5 "Assessments" means as to any Lot, the Common Assessments, Neighborhood Assessments, Special Assessments and Service Area Assessments imposed upon such Lot from time to time by the Association, as defined below in this Section.
- 2.5.1 "Common Assessments" means the amounts assessed against each Lot subject to Assessments, representing the Lot's share of the Common Expenses as determined in accordance with Sections 12.2 and 12.3.
- 2.5.2 "Neighborhood Assessments" means the amounts assessed against each Lot subject to Assessments in a particular Neighborhood or Neighborhoods, representing the Lot's share of the Neighborhood Expenses as determined in accordance with Sections 12.2 and 12.5.
- 2.5.3 "Special Assessments" means the amounts assessed against each Lot subject to Assessments by the Association to cover (.1) unbudgeted expenses or expenses in excess of the amounts budgeted; (.2) expenses incurred by the Association for reconstruction of any Improvements on any portion of the Common Areas or in or serving a Neighborhood pursuant to the provisions of the Declaration; or (.3) expenses incurred by the Association for installation or construction of any Improvements in the nature of a capital improvement on any portion of the Common Areas, or in or serving a Neighborhood which the Association may from time to time authorize. If Special Assessments are assessed for the Common Expenses or for the costs of reconstruction of Improvements on or installation or construction of capital improvements to Common Areas, they shall be assessed against all Lots subject to assessment for Assessments under Article 12. If Special Assessments are assessed for Neighborhood Expenses, or for the costs of reconstruction of Improvements on or in or serving a Neighborhood, they shall be assessed against all Lots

subject to assessment for Assessments in the particular Neighborhood or Neighborhoods under Article 11

- 2.5.4 "Service Area Assessments" means the amounts assessed against each Lot subject to Assessments in a particular Service Area, representing the Lot's share of the Service Area Expenses as determined in accordance with Sections 12.2 and 12.5.
- 2.6 "Association" means Bridgewalk Homeowners Association, Inc., a Florida not for profit corporation, which is the entity responsible for the administration, enforcement and performance of certain duties under this Declaration.
- 2.7 "Association Act" shall mean and refer to the laws of the State of Florida applicable to the operations of the Association on the Effective Date (as opposed to as amended, restated, or re-codified from time to time), including, but not necessarily limited to, those laws set forth in Chapters 617 and 720, Florida Statutes. Chapter 720, Florida Statutes, being the Florida legislation specifically enacted to govern the Association and the "Community" (as that term is defined in the Chapter 720, Florida Statutes), shall in all instances trump the more general legislation set forth in Chapter 617, Florida Statutes. In the event of any ambiguity or conflict between Chapter 617 and 720, Florida Statutes, Chapter 720 shall govern as necessary to resolve any such ambiguity or conflict.
- 2.8 "Association Documents" shall have the meaning set forth in Section 1.4 hereof.
- 2.9 "Association Property" means all personal property, owned or leased by, or dedicated by a Plat to, the Association for the use and benefit of the Owners. Association Property shall also include all personal property in which the Association holds possessory or use rights.
- 2.10 "Board" or "Board of Directors" means the Board of Directors of the Association.
- 2.11 "Bridgewalk" means all property which is now or hereafter made subject to this Declaration. The term "Bridgewalk" shall be interchangeable with the term "Properties".
- 2.12 "Builder" means any person or entity which acquires any portion of the Properties from the Declarant for the purpose of constructing improvements for sale to consumers or who purchases for development and resale in the ordinary course of its business.
- 2.13 "Bylaws" means the Bylaws of the Association adopted by the Board (a copy of which is set forth as Exhibit C hereto), as amended from time to time.
- 2.14 "Charge" means a fine or charge imposed against one or more Homes by the Association in connection with the enforcement of the Association Documents as a result of the acts or omissions of the Owner or Occupants of a Home, their respective agents, contractors, subcontractors, employees, licensees, invitees or guests for their failure to duly perform their obligations under the Association Documents.
- 2.15 "City" shall mean the City of St. Cloud, Florida
- 2.16 "Class A Member" shall have the meaning set forth in Section 5.2.1.
- 2.17 "Class B Member" shall have the meaning set forth in Section 5.2.2.

- 2.18 **"Common Areas"** means all portions of the Common Areas and the Improvements and landscaping designed and intended for the common, non-exclusive use of all of the Owners and declared to be Common Areas in this Declaration or any Supplemental Declaration, including but not limited to (.1) any real property, together with any Improvements and landscaping thereon, shown on any Plat of the Properties, with the exception of any Homes, which are dedicated or deeded to or the Association; (.2) any real property, together with any Improvements and landscaping thereon deeded to or leased by the Association and intended for the common, non-exclusive use of all of the Owners; and (.3) any portion of the Properties together with any Improvements and landscaping thereon designed and intended for the common, non-exclusive use of all of the Owners and declared to be Common Areas in this Declaration or any Supplemental Declaration. The definition of "Common Area" shall also include the definition of "common area" defined in the Association Act. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE DISTRICT AND SHALL COMPRISE PART OF THE FACILITIES. DISTRICT FACILITIES SHALL NOT INCLUDE COMMON AREAS. MOST COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE DISTRICT FACILITIES.
- 2.19 **"Common Expenses"** means the actual and estimated expenses for owning, leasing, maintaining, managing, operating, inspecting, insuring, repairing, and replacing the Common Areas and Association Property (including unpaid Common Assessments and Special Assessments, relating thereto and including those expenses not paid by the Owner responsible for payment), including without limitation the following:
- 2.19.1 expenses of compensation, benefits and related administration costs, payroll taxes, ERISA related liabilities, and other employment costs for those engaged in operating, managing, maintaining, inspecting, repairing and replacing the Common Areas and Association Property;
  - 2.19.2 expenses of maintaining, managing, operating, insuring, inspecting, repairing and replacing the Common Areas and Association Property (including unpaid Common Assessments and Special Assessments due the Association and not paid by the Owner responsible for payment);
  - 2.19.3 management, administrative, recordkeeping, bookkeeping, overhead and general expenses;
  - 2.19.4 the costs of compensation paid by the Association to managers, employees, independent contractors, accountants, attorneys and other consultants;
  - 2.19.5 the costs of all utilities, telecommunications, data processing charges, landscaping, irrigation and other services benefiting the Common Areas and Association Property;

- 2.19.6 the cost of operating, maintaining and insuring the Association;
- 2.19.7 the costs of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering or connected with the Common Areas and Association Property, or the Association; costs of bonding the members of the Board, officers of the Association and the Management Company; costs of errors and omissions liability insurance for officers of the Association, members of the Board, members of the ARC and members of any committees appointed by the Board;
- 2.19.8 all taxes, assessments and Assessments (if any) paid by the Association, including real property taxes for the Common Areas and Association Property, or the Association;
- 2.19.9 the cost of repair and replacement of all furniture, fixtures and equipment used in connection with the Common Areas and Association Property or the Association;
- 2.19.10 the cost of inventories and operating supplies consumed in the operation of the Common Areas and Association Property or the Association;
- 2.19.11 all costs and fees of independent professionals or other third parties who are retained by the Association to perform services required or permitted hereunder; all costs and fees of consultants, professionals and operational experts who are retained or employed by the Association for specialized services;
- 2.19.12 the cost of personnel training and development including attendance by employees at training and development programs designated by the Association;
- 2.19.13 all management fees;
- 2.19.14 all costs and expenses of compliance by Association with applicable legal requirements pertaining to the operation of the Common Areas and Association Property or Association;
- 2.19.15 amounts paid by the Association to promote the health, safety, welfare and recreational opportunities of the Owners and their Occupants;
- 2.19.16 debt service on any secured or unsecured loan incurred by the Association in connection with the Common Areas and Association Property, or Association;
- 2.19.17 amounts paid by the Association for the discharge of any lien or encumbrance against the Common Areas and Association Property; and
- 2.19.18 any other expenses incurred by Association as are specifically provided for elsewhere in the Declaration or are otherwise reasonably incurred by the Association in connection with the Association, Common Areas and Association Property or for the benefit of the Owners and their Occupants.

- 2.19.19 If any of the foregoing items identified as possible Common Expenses are included as District Maintenance Special Assessments, the same shall not be included in Common Expenses.
- 2.20 "Conservation Area" means those certain areas of the Properties (i) which are wetlands, wetland buffers, wetland mitigation or preservation areas, upland conservation areas or drainage easements, (ii) which may be dedicated or designated on the Plat of the Properties as conservation areas, preserve areas or are otherwise declared to be Conservation Areas in this Declaration, and (iii) which are or will be subject to a conservation easement limiting the use of such areas to a preserve area or conservation area.
- 2.21 "County" means Osceola County, Florida.
- 2.22 "Declarant" means Standard Pacific of Florida, LLC, a Delaware limited liability company, f/k/a Standard Pacific of Florida, a Florida general partnership, its successors and those assignees to which the Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.
- 2.23 "Declarant's Permittees" means the Declarant's officers, directors, partners, joint venturers, managing members (and the officers, directors and employees of any such corporation, partnership, joint venture or limited liability company), employees, beneficiaries, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees and those of any affiliate of the Declarant.
- 2.24 "Declaration" and "this Declaration" means (and, except as otherwise provided in Section 2.65, "herein", "hereto", "hereof", "hereunder" and words of similar import shall refer to) this instrument as from time to time amended, together with any Supplemental Declarations thereto.
- 2.25 "District" shall mean the Bridgeway Community Development District, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, together with any additional community development districts (as defined in Chapter 190, Florida Statutes) or special districts (as defined in Chapter 189, Florida Statutes) that may service Bridgeway or any portion thereof.
- 2.26 "District Debt Service Assessments" shall have the meaning set forth in Section 11.2 hereof.
- 2.27 "District Maintenance Special Assessments" shall have the meaning set forth in Section 11.2 hereof.
- 2.28 "District Revenue Bonds" shall have the meaning set forth in Section 11.2 hereof.
- 2.29 "Eligible Mortgagee" means an institutional First Mortgagee which owns, services, insures or guarantees a First Mortgage encumbering a Home which has notified the Association in writing of its name and address and status as a holder, insurer or guarantor of a First Mortgage. Such notice will be deemed to include a request that the Eligible Mortgage Holder be given the notices and other rights described in Article 19.

- 2.30 **"Exterior Maintenance"** means all goods and services necessary or desirable to maintain in good repair and condition, operate, inspect, test, repair, preserve, perform minor alterations and/or clean, as well as any other action or activity commonly or customarily regarded as maintenance of the following the standard original exterior portions of a Townhome:
- 2.30.1 cleaning, periodic painting of exterior walls, caulking, and stucco repairs;
  - 2.30.2 periodic washing of the exterior of the windows; provided however, the Owner shall be responsible for cleaning the interior of the windows and repairing and replacing the windows (including the screens, frames and glass therein) in its Townhome, subject to the rights of the Association to review and approve any alterations;
  - 2.30.3 any driveway area paving within the boundaries of a Townhome;
  - 2.30.4 repair and replacement of the roof of each Townhome, including but not limited to roof tiles, shingles, fascia, soffit, and decking but excluding roof trusses, joists, or any other structural element of the roof.
  - 2.30.5 The cost of Exterior Maintenance shall be a Neighborhood Expense for all Townhomes. As to any Homes other than the Townhomes, the Association shall provide Exterior Maintenance if and to the extent the Declaration or any Supplemental Declaration imposes on the Association the obligation to perform Exterior Maintenance for such Homes within a Neighborhood or Service Area. The cost of Exterior Maintenance shall be deemed to be a Neighborhood Expense or Service Area Expense, as applicable.
  - 2.30.6 Exterior Maintenance shall not include the repair, replacement or reconstruction of windows or doors, concrete block, rebar, mortar, tie beams, roof trusses or joists, or any structural element of the exterior walls or roof of a Townhome, or any such repair, replacement or reconstruction in the event of a casualty, all of which shall be the Owner's responsibility.
- 2.31 **"Facilities"** shall have the meaning set forth in Section 11.1 hereof. Most or all components that are typically considered "Common Area" of a development of this nature have instead been designated herein as part of the Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA.
- 2.32 **"Guest"** means any person who is physically present in or occupies a Home on a temporary basis at the invitation of the Owner or Tenant without the payment of consideration. Any person who is physically present in or occupies a Home on a temporary basis at the invitation of the Owner or Tenant for consideration shall be deemed a "Tenant."
- 2.33 **"Home"** shall mean a residential dwelling and appurtenances thereto constructed on a Lot within Bridgewalk. The term Home may not reflect the same division of property as reflected on the Plat(s). A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay



Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

- 2.34 "Improvement" means any structure or artificially created condition or appurtenance located on the Properties, including, but not limited to, any building constructed on any Lot, additions and structural alterations to any Home, or Lot, walkway, sprinkler pipe, street, drive, roadway, driveway, parking area, fence, screening wall, retaining wall, stairway, deck, landscaping, hedge, tree, planting, shrub, windbreak, pole, swimming pool, pool deck, sign, screen enclosure, sewer, drain, disposal system, grading, paving, or exterior air-conditioning or water softener fixture or equipment.
- 2.35 "Infrastructure" means the basic facilities, services, and installations needed for the functioning of the Community located on the Common Areas or part of the District Facilities, including but not limited to the following: SWMS, Alleyways, lakes, potable water system, sanitary sewer system (including force sewer main and sewer lift stations); irrigation systems and facilities; certain utilities; a mail kiosk; streets, drives, roadways, sidewalks, walkways, green spaces, landscaped areas and other such facilities and services.
- 2.36 "Institutional First Mortgagee" means (i) the Declarant, any of its affiliates, designees or other entities related to Declarant; (ii) federal or state commercial bank, federal or state savings bank, federal or state savings and loan association, federal or state trust company, life insurance company, casualty insurance company, agency of the United States government, mortgage banker, pension plan, REMIC trust, credit union, broker dealer, investment banking firm, commercial brokerage firm, or real estate investment trust, (iii) any and all investing or lending institutions which have loaned money to Declarant in order to enable Declarant to acquire, or construct improvements upon, any portion of the Community and which holds a First Mortgage on all or a portion of the Community as security for such loan; or (iv) any pension or profit sharing funds qualified under the Internal Revenue Code; or (v) other financial institution or similar entity making loans in the United States and recognized as an institutional lender, (vi) any secondary mortgage market institution, including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; or (vii) any affiliate, subsidiary, successor or assignee of any of the foregoing, owning, holding, serving as a trustee or servicer, insuring or guaranteeing a first mortgage on a Lot or Home, or a collateral assignment of a First Mortgage on a Lot or Home.
- 2.37 "Lot" means that portion of the Properties (.1) which is developed or intended for development, use and occupancy as Homes and (.2) which is not a Common Area. The Declarant may declare portion of the Properties to be a "Lot" subject to the Association Documents on a Plat, replat, or by this Declaration or any Supplemental Declaration or any other recorded instrument. The term "Lot" shall include any Home constructed thereon.
- 2.38 The term "majority of the Voting Interests" or some other percentage of the Voting Interests shall have the meaning set forth in Section 2.2.1 of the Bylaws.
- 2.39 "Management Company" means one or more persons, firms or entities, if any, retained by the Association as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.
- 2.40 "Master Plan" means the graphic representation of the proposed plan for development of the Community, as approved by the County, as amended from time to time. The Declarant reserves the right to alter or modify the Master Plan, as it deems desirable in its sole discretion.

- 2.41 "Member" means each Owner who by virtue of his or her ownership of a Lot is also a Member of the Association as hereinafter provided.
- 2.42 "Mortgage" means any mortgage on a portion of the Properties including a Lot. "First Mortgage" means any recorded Mortgage with first priority or seniority over other Mortgages encumbering a particular portion of the Properties.
- 2.43 "Mortgagee" means any holder of a Mortgage. "First Mortgagee" means any holder of a First Mortgage.
- 2.44 "Neighborhood" means each separately developed and denominated residential area comprised of one or more housing types subject to this Declaration created by being designated as a Neighborhood in this Declaration or in a Supplemental Declaration. A group of Homes may be designated as a separate Neighborhood for purposes of receiving goods, services or benefits or other Neighborhood Maintenance which are not provided to all of the Homes. A Neighborhood may be comprised of more than one housing type and areas within a Neighborhood need not be contiguous or adjacent. For so long as the Declarant or its affiliates own any portion of the Community, the Neighborhoods shall be determined by the Declarant in its reasonable discretion and thereafter by the Association.
- 2.45 "Neighborhood Expenses" means the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods for any of the following: administering, managing, performing and providing those goods, services, or benefits deemed to be Neighborhood Maintenance, which may include a reasonable reserve for capital improvements, repairs and replacements; all as may be determined from time to time by the Board of Directors in accordance with the Declaration. Neighborhood Expenses shall include but not be limited to the following:
- 2.45.1 expenses of compensation, benefits and related administration costs, payroll taxes, ERISA related liabilities, and other employment costs for those engaged in providing Neighborhood Maintenance;
  - 2.45.2 expenses of performing Neighborhood Maintenance (including unpaid Neighborhood Assessments and Special Assessments due the Association and not paid by the Owner responsible for payment);
  - 2.45.3 the cost of repair and replacement of all furniture, fixtures and equipment used in connection with the performance of Neighborhood Maintenance;
  - 2.45.4 the cost of inventories and operating supplies consumed in the performance of Neighborhood Maintenance;
  - 2.45.5 all costs and fees of independent professionals or other third parties who are retained by the Association to perform services required or permitted in connection with Neighborhood Maintenance; all costs and fees of consultants, professionals and operational experts who are retained or employed by the Association for specialized services in connection with Neighborhood Maintenance;
  - 2.45.6 the cost of personnel training and development including attendance by employees at training and development programs designated by the Association in connection with Neighborhood Maintenance;

- 2.45.7 the costs of all utilities, pest control, landscaping, irrigation and other services in connection with the Neighborhood Maintenance;
  - 2.45.8 the costs of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering or connected with the Neighborhood Maintenance;
  - 2.45.9 all costs and expenses of compliance by Association with applicable legal requirements pertaining to the performance of Neighborhood Maintenance;
  - 2.45.10 debt service on any secured or unsecured loan incurred by the Association in connection with Neighborhood Maintenance;
  - 2.45.11 amounts paid by the Association for the discharge of any lien or encumbrance or in connection with Neighborhood Maintenance; and
  - 2.45.12 any other expenses incurred by Association as are specifically provided for elsewhere in the Declaration or are otherwise reasonably incurred by the Association in connection with the Neighborhood Maintenance or for the benefit of some but not all of the Lots and their Occupants.
- 2.46 "Neighborhood Maintenance" means and includes include all goods and services necessary or desirable to maintain in good repair and condition, manage, operate, inspect (including, but not limited to, inspection for the purpose of meter reading), test, repair, preserve, perform minor alterations, clean and replace, as well as any other action or activity commonly or customarily regarded as maintenance, which the Association is expressly obligated to provide or cause to be provided for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods pursuant to the Declaration or any other recorded instrument.
- 2.47 "Occupant" means a person (whether an Owner, Guest or Tenant) who resides in a Home as authorized by an Owner or its agent. Where the context dictates, an Occupant shall also be deemed to include the family members, licensees and invitees of an Owner, Guest or Tenant.
- 2.48 "Owner" means the person or persons or legal entity or entities holding fee simple title of record to any portion of the Properties, including the Declarant and sellers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation and purchasers under executory contracts of sale.
- 2.49 "Permit" means that certain South Florida Water Management District Permit No. 49-103743-P attached hereto as Exhibit D, as amended from time to time.
- 2.50 "Plat" means the graphic representation of the plan of subdivision for all or a part of the Properties, as amended from time to time, as approved by the County and recorded in the Public Records. The initial Plat of the Community is the Plat entitled BRIDGEWALK PHASE 1A, recorded in Plat Book 30, Pages 50-56, of the Public Records of Osceola County, Florida. The Declarant has caused the Plat of the Properties to be recorded in the Public Records. The Declarant reserves the right to alter, modify or replat any Plat as it deems desirable in its sole discretion.
- 2.51 "Properties" means the property described in Exhibit A hereto (including all Improvements thereon), plus whatever portions of the Community (together with all Improvements

thereon) are declared to be Properties in any Supplemental Declaration, less whatever portions of the Community (together with all Improvements thereon) are declared to be withdrawn from the provision of the Declaration in any Supplemental Declaration.

- 2.52 "Public Records" means the Official Records of the County consisting of all recorded documents, including real estate documents and particular court documents if they are required to be recorded in the Official Records.
- 2.53 "Service Area" means and refers to a group of Lots designated as a separate Service Area for purposes of receiving benefits or services from the Association that are not provided to all Lots within the Community. A Service Area may be comprised of more than one housing type and may include noncontiguous Lots.
- 2.54 "Service Area Expenses" means the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area or Service Areas, which may include a reasonable reserve for capital improvements, repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in any Supplemental Declaration(s) applicable to such Service Area(s). Service Area Expenses shall include but not be limited to the following (i) expenses of performing Service Area Maintenance (including unpaid Service Area Assessments and Special Assessments due the Association and not paid by the Owner responsible for payment); (ii) all costs and fees of independent professionals or other third parties who are retained by the Association to perform services required or permitted in connection with Service Area Maintenance; all costs and fees of consultants, professionals and operational experts who are retained or employed by the Association for specialized services in connection with Service Area Maintenance; (iii) the costs of all utilities, pest control, landscaping, irrigation and other services in connection with the Service Area Maintenance; and (iv) any other expenses incurred by Association as are specifically provided for elsewhere in the Declaration or are otherwise reasonably incurred by the Association in connection with the Service Area Maintenance or for the benefit of some but not all of the Lots and their Occupants.
- 2.55 "Service Area Maintenance" means and includes include all goods and services necessary or desirable to maintain in good repair and condition, manage, operate, inspect (including, but not limited to, inspection for the purpose of meter reading), test, repair, preserve, perform minor alterations, clean and replace, as well as any other action or activity commonly or customarily regarded as maintenance, which the Association is expressly obligated to provide or cause to be provided for the benefit of Owners of Lots within a particular Service Area pursuant to the Declaration or any other recorded instrument.
- 2.56 "SFWMD" means the South Florida Water Management District.
- 2.57 "Supplemental Declaration" means any instrument recorded by the Declarant or the Association in the County's Public Records for the purpose of: adding additional real property to the Properties; declaring certain Properties to be Lots or Homes, declaring certain Properties to be Common Areas, Neighborhoods or Service Areas; requiring the Association to perform Neighborhood Maintenance for certain Neighborhoods or Service Area Maintenance for certain Lots or other portions of the Properties; withdrawing real property from the Properties, Common Areas, Neighborhoods or Service Areas; or otherwise amending or supplementing the Declaration.
- 2.58 "Surface Water Management System" or "SWMS" means the system that is designed and constructed or implemented to control discharges from rainfall events, incorporating methods to collect, convey, retain, store, absorb, inhibit, treat, use or reuse water to prevent

or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges for the Community or any portion thereof. The SWMS includes those works authorized by SFWMD pursuant to the Permit.

- 2.59 "Tenant" means any person or entity who is physically present in or is entitled to occupy a Home as a guest, tenant, lessee or occupant in exchange for consideration, including without limitation, a tenant or lessee under a Lease Agreement with the Owner or an agent of the Owner. Tenants shall not be Members of the Association, but shall, through the Owner, be entitled to certain rights and undertake certain obligations with respect to the Home.
- 2.60 "Townhome" shall mean each Home within Bridgewalk that is part of a Townhome Building.
- 2.61 "Townhome Building" shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls and in which the Homes have private garages.
- 2.62 "Turnover" shall mean and refer to the transition of control of the Association by Declarant pursuant to Section 720.307 of the Association Act.
- 2.63 "Turnover Meeting" shall mean and refer to the meeting at which Members other than Declarant elect a majority of the Directors pursuant to Section 720.307 of the Association Act.
- 2.64 "Voting Interest" means the number of votes allocated to a Lot pursuant to the Declaration.
- 2.65 Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or Improvement falls within any of the definitions set forth in this Article 2, the determination made by Declarant in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Declarant may also, by way of Supplemental Declaration, alter or amend the application of any portion of the Declaration as to any specified portion(s) of the Properties in order to reflect any unique characteristics thereof. Provided, however, such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Properties contemplated in the Declaration.

3. **GENERAL PLAN OF DEVELOPMENT; PROPERTY SUBJECT TO THE DECLARATION; ADDITIONS THERETO.**

- 3.1 General Plan. Declarant has established a general plan of development for the Properties as a residential community in order to address collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs and desires within the Properties. The Properties are subject to the land development, architectural and design provisions described in Article 16, the other provisions of this Declaration governing individual conduct and uses of or actions upon the Properties, and the guidelines, rules and restrictions promulgated pursuant to this Article, all of which establish affirmative and negative covenants, easements and restrictions on the Properties.
- 3.2 Legal Description. The initial real property which shall be held, transferred, sold, conveyed and occupied subject to the Declaration is more particularly described in Exhibit A attached hereto and shall initially constitute the "Properties."

- 3.3 Supplements. Declarant may, but is not obligated to increase the land constituting the Properties by adding property in "phases" from time to time. The Declarant may designate as "Properties" other land in the Community or adjacent to or in the vicinity of the Community (including the Improvements thereon) by recording Supplemental Declarations. The Declarant reserves the right to add any lands to the Community and/or withdraw any portion of the Community prior to the time it is declared to be Properties without the consent of the Association, or any Owner. The Declarant may from time to time declare by Supplemental Declaration all or part of the Properties (including the Improvements thereon) to be Lots, Common Areas, Neighborhoods or Service Areas. Once so added, such land shall be deemed a part of the Properties for all purposes of the Declaration, except as modified pursuant to Section 2.65 hereof, if at all. Nothing in the Declaration shall, however, obligate Declarant to add to the initial portion of the Community designated as the Properties or to develop future property (adjacent or otherwise) under the common scheme contemplated by the Declaration, nor to prohibit Declarant (or the applicable Declarant-affiliated Owner) from changing the development plans with respect to such property.

All Owners by acceptance of their deeds to or other conveyances of their Lots thereby automatically consent to any such change, addition, withdrawal or deletion thereafter made by the Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision).

Any such Supplemental Declaration may submit the Properties added by it to such additions to and modifications of the Association Documents as may be necessary or convenient in the Declarant's judgment to reflect or adapt to any changes in circumstances or difference in the character of the added Properties.

- 3.4 Withdrawal. Declarant reserves the right to amend the Declaration unilaterally at any time, without the consent of any Owner, for the purpose of removing any portion of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of the Declaration for any of the following reasons:

- 3.4.1 to the extent included originally in error;
- 3.4.2 to the extent that Declarant is transferring that portion of the Properties to any governmental entity, in which event Declarant shall be entitled to retain all consideration paid for any portion of the Properties so conveyed; or
- 3.4.3 as a result of any change in the plans for the Community desired to be effected by Declarant, provided that such change does not destroy the general plan of development.

Any withdrawal of land not owned by Declarant shall not be effective without the written consent or joinder of the then-owner(s) of the withdrawn land.

- 3.5 Disclaimer of Implication. Only the Properties described in **Exhibit A** hereto is submitted to the Association Documents by this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required by Section 3.3 with respect to it, no portion of the remainder of the Community shall be in any way affected by the Association Documents, and every such portion may be freely sold, conveyed or otherwise disposed of by their owner or owners free and clear of the Association Documents.

- 3.6 Amendment. This Article 3 shall not be amended without the prior written consent of the Declarant, so long as Declarant (or any of its affiliates) owns any portion of the Community.

4. **COMMON AREAS AND FACILITIES.**

- 4.1 Common Areas. Certain portions of the Properties are designated as Common Areas and are designed and intended for the common, non-exclusive use of the Declarant, all of the Owners of Lots that may from time to time constitute part of the Properties, and all of the respective Occupants and invitees of the Declarant and the Owners, all as provided and regulated herein or otherwise by the Association. Common Areas (when designated as such by Declarant) may include, without limitation, irrigation lines, retention and detention areas, entrance features, signs erected by Declarant to identify the Community, structures, open space, on-street and off-street parking areas, private roadways, sidewalks, the Boat Docking Facility, and such similar items or property which may hereafter be added by a deed conveying same to the Association or on a Plat relating to such Common Area or in a Supplemental Declaration. Common Areas may also include any special design or landscaping features lying within public rights of way as long as such areas abut the Community even if they lie outside of the boundaries of the Community (such as landscaping and irrigation in median strips) or are not otherwise owned or controlled by the Association. Common Areas shall not include any other property of Declarant not intended to be made Common Areas. Declarant shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Areas such facilities as Declarant deems appropriate. The timing and phasing of all such construction shall be solely within the discretion of Declarant. The Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. MOST, IF NOT ALL, COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE DISTRICT FACILITIES. AS SUCH, COMMON AREAS ARE LIMITED TO THOSE COMMONLY SHARED IMPROVEMENTS THAT ARE NOT FACILITIES OWNED BY THE DISTRICT.

- 4.1.1 The Declaration is subject to any other easement currently of record which affects any of the Properties. Additionally, Declarant reserves on behalf of the Association the right to accept any easements in favor of the Association over, under, across or through any portion of the Community or real property which abuts or is adjacent to the Community and such easements shall be deemed a Common Area to the extent of such easements created. Any real property shall be considered adjacent to or abutting the Community even though a street, Osceola or canal may lie between any of such Properties.

- 4.1.2 Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of the Properties, but such identification shall not be required in order for a portion of the Properties to be Common Area hereunder. The Association need not have title to a portion of the Properties in order for such portion to be designated as a Common Area.

- 4.2 Construction of Common Areas and Facilities Improvements. Since most of the commonly shared improvements within Bridgewalk will be owned by the District, the Declarant anticipates it will construct very limited, if any, improvements as part of the Common Areas and/or Facilities as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Prior to the Turnover Date, the Declarant reserves the absolute right to construct additional Common Area improvements within Bridgewalk, from time to time, in its sole

discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

4.3 Prior to Conveyance. Prior to the conveyance and/or dedication of the Common Areas to the Association but after such portion of the Properties has been declared as a Common Area, any portion of the Common Areas owned by the Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as the Declarant in its sole discretion deems appropriate. During such period, the Declarant shall own, operate, and administer the Common Area without interference from any Owner or any other person or entity. The Owners shall have no right in or to any portion of the Community unless and until same is declared to be a Common Area in the Declaration or any Supplemental Declaration and actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by the Association. The Declarant has no obligation or responsibility to construct or supply any such Common Area of the Association, and no party shall be entitled to rely upon any statement contained in the Declaration as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to the Association. So long as Declarant (or any of its affiliates) owns any portion of the Community, the Declarant shall retain the right to add to, delete from, modify any of the Common Areas.

4.4 Ownership. Prior to Turnover, the Declarant or other owner(s) of the Common Area shall convey by quit claim deed, and the Association shall accept, fee simple title to all Common Areas within the Properties, and shall assign, reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants, assignments and reservations. So long as Declarant owns any portion of the Community, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any Improvements on the Common Area as it deems necessary or advisable, provided that any such Improvements must comply with the requirements of the appropriate governmental authority.

If the Common Areas have previously been conveyed to the Association, then any Improvements subsequently constructed or placed on the Common Area by Declarant shall become the property of the Association upon completion of such Improvements and such completed Improvements will be conveyed to the Association in accordance with the terms of the Declaration. If the Common Areas have not been conveyed to the Association, then any Improvements constructed or placed on the Common Area by Declarant shall be conveyed to the Association simultaneously with the conveyance of the Common Areas. The Declarant shall convey and transfer (or cause to be conveyed and transferred) by quit claim deed, the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) to the Association. The Association shall accept such conveyance, and the Association shall be responsible for the maintenance, management, operation, insurance, repair and replacement of all Common Areas (whether or not conveyed or to be conveyed to the Association) in a continuous and satisfactory manner without cost to the general taxpayers of the County.

4.5 Conveyance. So long as Declarant (or any of its affiliates) owns any portion of the Community or earlier as determined by the Declarant in its sole discretion, all or portions



of the Common Area may be conveyed or transferred to the Association by means of a dedication on a Plat, a conveyance recorded in the Public Records or by grant of easement or leasehold interest to the Association. The dedication, conveyance or creation of easement or a leasehold interest shall be "As Is" and subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay and perform all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Area and other obligations relating to the Common Area imposed herein. The Association hereby agrees to indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder in the Declaration, hereby accepts such dedications, conveyances, easements or leaseholds without setoff, condition, or qualification of any nature. THE ASSOCIATION AGREES TO ACCEPT "AS IS" THE DEDICATION, CONVEYANCE OF, GRANT OF EASEMENT OR LEASEHOLD INTEREST IN THE COMMON AREAS AND THE PERSONAL PROPERTY AND IMPROVEMENTS APPURTENANT THERETO, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION OR FITNESS OF THE COMMON AREA, OR PORTIONS THEREOF AND THE PERSONAL PROPERTY AND IMPROVEMENTS THEREON. All costs and expenses of such dedication, conveyance or grant shall be paid for by the Association.

- 4.6 Operation After Conveyance. After the dedication, conveyance or grant of an easement or leasehold interest in any portion of the Common Area to the Association, the portion of the Common Area so dedicated, deeded or granted shall be owned, operated and administered by the Association for the use and benefit of the Owners, in accordance with the Association Documents. Subject to the Association's right to grant easements, leaseholds and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without the approval of (a) a majority of the Board; and (b) the written consent of the Declarant so long as Declarant (or any of its affiliates) owns any portion of the Community.
- 4.7 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Most paved or concrete areas within Bridgewalk are anticipated to be part of the Facilities under the jurisdiction of the District.
- 4.8 Delegation. Once conveyed or dedicated to the Association or the District, the Common Areas and improvements located thereon, or the Facilities, as applicable, shall at all times be under the complete supervision, operation, control, and management of the Association or the District, as applicable. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or Management Company. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may

be limited by the terms of the document creating such easement. Likewise, the District may delegate all or a portion of its obligations hereunder to the Association or a licensed manager or Management Company.

- 4.9 Taxes. It is intended that all real estate taxes assessed against the Common Areas owned or to be owned by the Association shall be (or have been, because the purchase prices of the Homes have already taken into account their proportionate shares of values of the Common Area) proportionally assessed against and payable as part of the taxes of the Homes within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration or any Supplemental Declaration designating the portion of the Properties as Common Areas was recorded. Such taxes shall be prorated between Declarant (or the then Declarant-affiliated Owner thereof) and the Association as of the date of such recordation. Any taxes on the Common Areas shall be Common Expenses of the Association.
- 4.10 Obstruction of Common Areas/Facilities. No portion of the Common Areas or Facilities, as applicable, may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association or the District.
- 4.11 Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas or Facilities, as applicable, accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of such Common Areas or Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Properties. The person also expressly indemnifies and agrees to hold harmless the Declarant, Builders, the Association, the District, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including for attorneys' fees and costs at trial, upon appeal or otherwise.

BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE FACILITIES, COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND FACILITIES MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. THE DECLARANT, BUILDERS, THE DISTRICT, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER TENANTS, GUESTS AND OCCUPANTS ARE RESPONSIBLE FOR THEIR OWN SAFETY.

- 4.12 Negligence. The expense of any maintenance, repair or replacement of any portion of the Common Areas or Facilities, as applicable, necessitated by the negligent or willful acts of an Owner, Occupant or other person utilizing the Common Areas or Facilities, as applicable, through or under such Owner, shall be borne solely by such Owner and the portions of the Properties owned by that Owner shall be subject to a Charge for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas or Facilities without the prior written approval of the Association or District, as applicable.

Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Tenants, Guests and Occupants.

- 4.13 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, all Builders, the District, the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas or the Facilities within Bridgewalk, including, without limitation, use of the Common Areas or Facilities by Owners or their Tenants, Guests, Occupants, or agents. Should any Owner bring suit against the Declarant, any Builder, the District, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.
- 4.14 Partition. Except as is permitted in the Declaration, there shall be no judicial partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any judicial partition of the Common Areas or any part thereof, unless the Properties have been removed from the provisions of the Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to the Declaration.

5. **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.**

- 5.1 Membership. Every person or entity who is an Owner shall be a Member of the Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership or a mortgage as security for the performance of an obligation shall not be a Member of the Association.
- 5.2 Voting Rights and Turnover of the Association. The Association shall have two (2) classes of Members as follows:
- 5.2.1 Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant so long as the Declarant is a Class B Member. Each Class A Member shall be entitled to one (1) vote for each Lot owned by the Class A Member.
- 5.2.2 Class B. The Class B Member(s) shall be the Declarant. The Voting Interests of the Class B Member(s) shall be equal to three (3) votes for each Class A vote plus three (3) votes for each Lot owned by the Declarant. The Class B membership shall cease and be converted to Class A membership upon Turnover.
- 5.3 Termination of Class "B" Membership. The Class "B" membership, in its entirety, shall terminate and become converted to Class "A" membership upon the earlier of the following events:

5.3.1 When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

5.3.2 At the Turnover Meeting.

5.4 Turnover of Association. Any other provision of this Article 5 to the contrary notwithstanding, Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than Turnover, which shall be: (i) three (3) months after ninety percent (90%) of the Lots in all phases of the Development that will or may ultimately be operated by the Association have been conveyed to Class "A" Members, which Turnover shall occur at the Turnover Meeting; (ii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Association Documents, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the Association Act for a period of more than two (2) years; (iii) upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code; (iv) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (v) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or the Members.

5.5 Turnover of Documents. No later than the Turnover Meeting, Declarant, at Declarant's expense, shall deliver to the Board the documents that Declarant is required to deliver pursuant Section 720.307(4) of the Association Act.

5.6 Multiple Lot Owner. Any Owner owning more than one Lot shall be entitled to the aggregate number of votes attributable to all Lots owned by such Owner.

5.7 Co-Owners. When more than one person holds an interest in any portion of the Properties, all such persons shall be Members of the Association and may attend any meeting of the Association. The votes for such portion of the Properties shall be exercised or cast in the manner provided by the Declaration and Bylaws.

5.8 Selection of Voting Members. The person entitled to act as the Voting Member for an Owner shall be determined in accordance with the Bylaws.

## 6. CERTAIN EASEMENTS AND RIGHTS.

6.1 Owners' Easements in Common Areas. Each Owner and Occupant of such Owner shall have a non-exclusive easement for use, access and enjoyment in and to all Common Areas in common with all other such Owners and their Occupants. Each agent, guest or invitee of an Owner or Occupant shall have a revocable license over the Common Areas for access to the Lot of such Owner or Occupant.

6.2 Limitations on Use of Common Areas. All rights of use and enjoyment in the Common Areas are subject to the following:

6.2.1 Easements over and upon the Common Areas in favor of the Association and its Members shall not be deemed to grant any easements or use rights which

are not specifically granted elsewhere in the Declaration or in any other documents to which the Properties (or any applicable portion(s) thereof) is now or hereafter made subject.

- 6.2.2 The Association's rights include without limitation the following:
- 6.2.2.1 To suspend the right of an Owner, his or her Occupants, agents and invitees to use the Common Areas (except for legal access) for any period during which any applicable Assessments remains unpaid, or to the extent authorized by the District, the Facilities, for any period during which any Assessments or District Maintenance Special Assessments levied against that Owner remains unpaid;
  - 6.2.2.2 To adopt and enforce rules and regulations governing the use of the Common Areas. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified.
  - 6.2.2.3 To reasonably limit the number of Owners, Occupants, or invitees using the Common Areas and the hours of operation of the Common Areas.
- 6.2.3 The Association has the right with the consent of the Declarant, as long as the Declarant or any of its affiliates owns any property in the Community, to borrow money for the purpose of improving the Common Areas subject to the limitations in Section 12.4. In aid of such financing, the Association may mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of the mortgagee in any such case shall be subordinate to the use of rights of the Owners.
- 6.2.4 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 taxing units ("**MSTUs**") or municipal service benefit units ("**MSBUs**"). The MSTUs or MSBUs will have responsibilities 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 all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Properties. In the event such MSTUs or MSBUs are formed, the Properties will be subject to ad valorem taxes or special assessments for the cost of services performed within the MSTU or MSBU and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Properties to affect the services contemplated. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSTU or MSBU.
- 6.2.5 The Declarant shall have the right to construct, erect and build Improvements over such streets, drives, Alleyways, roadways, sidewalks, paths, walks and parking areas within or upon the Common Area. Notwithstanding the

foregoing, as long as the Declarant or any of its affiliates owns any property in the Community, the Declarant, by Supplemental Declaration or other written instrument, may limit or restrict access to certain private streets, drives, Alleyways, roadways, walkways, paths and parking areas within or upon the Common Area.

6.2.6 Declarant and Declarant's Permittees shall have the right from time to time to enter upon the Common Areas and other portions of the Properties (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Properties that the Declarant and Declarant's Permittees, as appropriate, elect to effect.

6.3 Right to Grant or Relocate Easements. The Declarant (as long as the Declarant or any of its affiliates owns any property in the Community) and the Association shall have the right to grant, convey and relocate easements, licenses or rights-of-way in, on, over or under the Common Areas and fee title to parcels or strips of land, for purposes consistent with the terms of the Declaration, including without limitation constructing, installing, erecting, operating, maintaining or conducting thereon, therein and thereunder: (i) streets, walkways, trails, driveways, landscaping, buffer areas, Alleyways, recreational facilities, parks and open space areas; (ii) lines, cables, wires, conduits, facilities and other devices for the transmission of electricity, heating, cooling, water, sanitary sewerage, gas, television, telephone, voice or electronic data and other similar purposes; (iii) SWMS and irrigation systems and facilities; (iv) any Improvements or uses for the general health or welfare of the Owners, for the proper operation and maintenance of the Properties, or any portion thereof, or for the purpose of carrying out any provision of the Declaration; and (v) any similar Improvements or uses not inconsistent with the use of such property pursuant to the Declaration as the Declarant shall deem necessary or desirable. Provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the improvement, use and enjoyment of Common Area and Lots for their intended purposes or ingress and egress to Lots.

6.4 Association Easements. The Association and its duly authorized agents, employees or independent contractors shall have an easement over each Lot as may be reasonably necessary to carry out any provision of the Declaration, including without limitation the maintenance of Common Areas, enforcement of the Declaration, inspection (in a reasonable manner) in order to determine whether any maintenance or repair is necessary, performance of the maintenance or repair work, and to the extent that the Association is obligated or authorized to perform any Neighborhood Maintenance or Service Area Maintenance, to perform such Neighborhood Maintenance or Service Area Maintenance, provided that any such entry is during reasonable hours. Nothing contained in this Section shall be construed or interpreted to impose upon the Association the obligation to inspect, maintain or repair any of the Properties. Neither the Declarant, the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any portion of the Properties or failure to repair or maintain the same. The Declarant, the Association or any other authorized person or entity undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any portion of the Lots, Common Areas, or Improvements thereon or portion thereof. In addition, the Association may, without notice, make such emergency repairs and take such emergency maintenance action as it may determine is necessary for the safety of any person or to prevent damage to any property. The provisions of this

Section shall not be deemed to create any right of the Association to enter upon the property of the Declarant.

6.5 Utility and Other Services.

- 6.5.1 The Declarant hereby reserves for itself, its successors and assigns, and grants an easement through and over the Properties for the installation, operation, maintenance, repair, replacement, testing and inspection as may be required from time to time for utilities, electricity, telephone, water, sewer (including force sewer main and sewer lift stations), drainage, signage, landscaping, street lights, decorative lights, fountains, irrigation, gas, communication, telecommunication (including, but not limited to voice, local and long distance telephone services, high speed data/internet/intranet services, and security monitoring), television transmission, cable television and communications systems, pest control, garbage and waste removal, plumbing, mechanical, heating, ventilating, exhaust, air conditioning, fire and life safety, security, monitoring or surveillance lines, equipment and systems, and the provision of other utilities, facilities, goods or services whether now existing or hereafter invented or discovered (collectively "Essential Services") in favor of the Association and/or such providers in order to serve the Properties and/or the Members of the Association. Provided that the easement described in this Section 6.5.1 will not prevent or unreasonably interfere with the improvement, use and enjoyment of Common Area and Lots for their intended purposes or ingress and egress to Lots.
- 6.5.2 An Owner shall do nothing within or outside his or her Home or Lot that interferes with or impairs, or may interfere with or impair, the installation, operation, maintenance, repair, replacement, testing and inspection of Essential Services. The Board of Directors or the provider of such Essential Services or their respective agents shall have a right of access to each Lot to inspect, install, maintain, repair or replace the devices, pipes, wires, ducts, vents, cables, conduits and other facilities for the Essential Services or elsewhere in the Properties, and to remove any Improvements interfering with or impairing such Essential Services or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's permitted use of the Home or Lot, and except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than three (3) hours' notice (which notice shall not, however, be required if the Owner is absent when the giving of such notice is attempted).
- 6.5.3 Public utilities in the Common Areas for the service of the Properties shall be installed underground except as otherwise permitted by Declarant.
- 6.5.4 Easements for installation and maintenance of utilities are reserved as shown on the recorded Plat(s) covering the Properties and as provided herein. The area of each Lot covered by an easement and all Improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate utility companies, telecommunications providers, the Association and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, of Essential Services under and through the utility easements as shown on the Plat.

- 6.6 Emergency Service Easements. Fire, police, health, sanitation, emergency medical and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.
- 6.7 Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the Common Area reserved herein, there shall be, and the Declarant hereby reserves, grants and covenants for itself and all future Owners and their Occupants and Mortgagees of the Properties, or any portion thereof, and to the Association, that all of the foregoing shall have a perpetual, non-exclusive easement for: (i) vehicular traffic over all streets dedicated to the Association or its Members and all private streets, drives and roadways within or upon the Common Area; (ii) pedestrian traffic over, upon and across all walkways and paths within or upon the Common Area; and (iii) vehicular parking on such portions of the Common Area as from time to time may be intended and designated for general parking purposes by the Board of Directors.
- 6.8 Easements for Surface Water Management System. A non-exclusive easement shall exist in favor of SFWMD, Declarant, Declarant's Permittees, the Association, the District, and their designees, and any applicable state agency, County agency and/or federal agency having jurisdiction over the Properties over, across and upon the Properties for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, the District or the Association, (ii) landscaping of the SWMS, (iii) as required by the County Land Development Code or the Permit, and/or (iv) improvements approved by the ARC. A non-exclusive easement for ingress and egress in each Lot and benefit the Declarant, the District and the Association in order to construct, inspect, record data on, monitor, test, or repair, as necessary, any water management mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may interfere with the drainage or irrigation of the Properties and/or installation or maintenance or which may obstruct or retard the flow of water through the Properties or otherwise interfere with the drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.
- 6.9 Encroachments; Easements. If (.1) any Improvement on the Common Area encroaches upon any other portion of the Properties; (.2) any Improvement on any Lot encroaches upon the Common Area; or (.3) any encroachment shall hereafter occur as a result of (a) construction of any Improvements; (b) settling or shifting of any Improvement; (c) any alteration or repair to an Improvement on the Common Area after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Improvement, then, in such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the Improvements causing the encroachment shall stand. This provision shall not entitle any Owner to intentionally construct Improvements which encroach upon any other portion of the Properties and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant, or the Association.
- 6.10 Easements of Support. Whenever any structure included in the Common Areas adjoins any structure included in any other portion of the Properties, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.



- 6.11 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations over, above, across, and under Bridgeway. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.
- 6.12 Easements Appurtenant. The easements provided in this Article 6 shall be appurtenant to and shall pass with the title to each Lot.

7. **FUNCTIONS OF THE ASSOCIATION.**

- 7.1 Powers and Duties. Subject only to such limitations expressly set forth in the Association Documents, the Association (.1) shall have all of the powers of a Florida not-for-profit corporation; (.2) shall have and may exercise all rights or privileges given to it expressly in the Association Documents; (.3) shall have and all rights or privileges given to it by the Association Act and (.4) shall have and may exercise every other right, privilege, power or authority necessary or desirable to fulfill its obligations under the Association Documents. Subject to the foregoing provisions, the Association, acting through the Board of Directors, shall have the powers specified in this Article 7 and elsewhere in the Declaration, including without limitation the following:
  - 7.1.1 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Association Documents;
  - 7.1.2 To 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 in connection with the affairs of the Association;
  - 7.1.3 To borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to any limitations in the Association Documents with the consent of the Declarant, so long as the Declarant or its affiliates own any property in the Community;
  - 7.1.4 To participate in mergers and consolidations with other not for profit corporations organized for the same purposes or to annex additional residential property or Common Area within or outside of the Community, provided that any such merger, consolidation or annexation shall have the approval of majority of each class of Voting Members represented at a meeting in person or by proxy at which a quorum has been attained; and
  - 7.1.5 To execute all documents or consents on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, Plats, waivers of plat, unities of title, covenants in lieu thereof, etc.).
- 7.2 Assessments. The Association shall have the power and duty to impose Assessments on the Owners of portions of the Properties with respect to which Assessments have commenced and to collect and enforce payment of such Assessments in accordance with the provisions of Article 10. The Association may exempt portions of the Properties from Assessments.

- 7.3 Common Areas. The Association shall have the right and obligation to ensure that the Common Areas are preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Areas in their natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of the Declaration; (ii) procure and maintain adequate liability insurance covering the Association and Owners, against any loss or damage suffered by any person, resulting from use of the Common Area, and adequate property insurance covering the real and personal property owned in fee by the Association; (iii) procure and maintain adequate property insurance covering the real and personal property leased by the Association; and (iv) pay all property taxes and other Assessments levied against all Common Area owned in fee by the Association.
- 7.4 Maintenance of Other Properties. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, (.1) if such maintenance is required by the Declaration or any governmental order, (.2) if the Board of Directors determines that such maintenance is necessary or desirable to cause compliance with the Declaration or to enhance the appearance or value of the Properties, or (.3) if the maintenance is requested by the person responsible for such maintenance and the cost of it is charged to such person with security or other assurances for payment acceptable to the Board. As to any maintenance, repairs or replacement performed by the Association pursuant to the Association Documents as to property it does not own, the Association shall have the right to file, amend, release and terminate notices of commencement.
- 7.5 Other Management Functions. The Association shall have the power, to enter into agreements to provide property management and other management services to any Owner, including, but not limited to, management services, the care of private residences, and other services which generally relate to the management of private property, and to collect a fee for such services.
- 7.6 Rules and Regulations. The Board of Directors shall have the power to adopt, amend and enforce rules and regulations applicable within the Community with respect to any Common Areas, and to implement the provisions of the Association Documents, including but not limited to rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian and vehicular traffic; to regulate parking; to regulate animals; to regulate signs; to regulate use of any and all Improvements on Common Areas to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of persons within the Community; and to protect and preserve property, property values and property rights. All rules and regulations adopted by the Association shall be reasonable and shall be uniformly applied, except such rules and regulations may differentiate between reasonable categories of the Properties and Owners, Occupants, agents, and contractors. A copy of the rules and regulations, as they may from time to time be adopted, amended or repealed, may be posted in a conspicuous place in the Association's office or may be mailed or otherwise delivered to each Owner. Upon such mailing, delivery or posting, the rules and regulations shall have the same force and effect as if they were set forth herein; provided, however, that the rules and regulations shall be enforceable only to the extent that they are consistent with the Association Documents, and may not be used to amend any of such documents. To the extent authorized by the District, the Board of Directors shall have the right to adopt and enforce rules and regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the rules and regulations whether they apply to the Common Areas or to the Facilities.
- 7.7 Indemnification. The Association shall be obligated and shall indemnify the Declarant and the District, and hold them harmless from all liability, loss, cost, damage and expense,

including attorneys' fees, arising with respect to any operations of or services provided by the Association hereunder.

- 7.8 Public Facilities. Bridgeway may include one or more facilities that may be dedicated to the District or other entity. A lift station dedicated to the Tohopekaliga Water Authority as part of the waste water treatment system shall be located within the Community's boundaries. ROADWAYS AND ALLEYWAYS WITHIN, ADJACENT OR IN PROXIMITY TO BRIDGEWALK ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT AND THE ASSOCIATION HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS AND ALLEYWAYS BY THE GENERAL PUBLIC.
- 7.9 Association's Obligation to Indemnify. The Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant, all Builders, the District, their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas and/or Facilities, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Common Expenses to the extent such matters are not covered by insurance maintained by the Association.

## 8. MAINTENANCE OF LOTS, COMMON AREAS, AND FACILITIES.

- 8.1 Common Areas. The Association shall at all times maintain in good repair, operate, manage, insure, and replace as often as necessary the Common Areas and all Improvements situated on the Common Areas (upon completion of construction by Declarant or its affiliates, if applicable) in a neat, orderly and attractive manner consistent with the standards set forth in Section 8.9. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's, its affiliates' (and its and their predecessors') responsibility to the County, its respective governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas, and shall indemnify Declarant and its affiliates and hold Declarant and its affiliates harmless with respect thereto.
- 8.2 Landscape Maintenance. The Association shall be responsible for maintaining the landscaped areas within each Lot. The Association's landscape maintenance responsibilities include weeding, trimming, mowing, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such landscape maintenance and maintenance of the irrigation facilities shall be deemed part of the Service Area Expenses for the applicable Service Area and each Owner of a Lot in the applicable Service Area shall pay an equal share of such costs. In the event an Owner modifies the landscaping as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN BRIDGEWATER MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN BRIDGEWATER. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE SERVICE AREA EXPENSES FOR THE APPLICABLE SERVICE AREA, AND EACH OWNER OF A LOT IN THE APPLICABLE SERVICE AREA SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

8.3 Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Lots, except in the case of damage due to an Owner's negligence. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Service Area Expenses for the applicable Service Area and each Owner of a Lot in the applicable Service Area shall pay an equal share of such costs, except in the case of costs for repair and replacement of damage due to an Owner's negligence. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SFWMD or the County or City regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

8.4 Irrigation.

8.4.1 Installation and Operation. The operation of the irrigation system to all Lots, Common Areas, as well as other portions of the Properties shall be under the exclusive control of the Association and any landscaping or irrigation contractor retained by the Association. The Association shall own and operate a loop irrigation system which comprise a portion of the Common Areas and will provide landscape irrigation to all Lots, Common Areas, as well as other portions of the Properties. If any portion of the irrigation system is malfunctioning the Owner or Tenant of such Lot shall promptly notify the Association with respect to same.

8.4.2 Reserved Rights of the Association to Control Amount of Water. The Association, in order to ensure that all portions of the Community may have water for irrigation purposes, specifically reserves the right to control, in its sole discretion, the amount of irrigation water delivered to all particular portions of the Properties.

8.4.3 Irrigation System Easement. The Declarant grants a perpetual, non-exclusive easement to the Association over, across, under and through the Properties for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing any portion(s) of the irrigation system.

- 8.4.4 Water Used for Irrigation Purposes. The costs of all water and reclaimed water charges associated with the irrigation to the Townhomes shall be a Neighborhood Assessment against the Townhome Neighborhood. The Association shall have no responsibility for the water and reclaimed water charges associated with the irrigation to the Lots in the SFD Neighborhood.
- 8.4.5 Reclaimed Water. The Association may elect or be required to negotiate an agreement with any effluent supplier for the use of treated sewage, effluent, "reclaimed" or "grey" water within the Community for irrigation purposes throughout the Community, including all Common Areas and Lots. The Association would be responsible for providing all on site piping and pumping facilities from the point of delivery to the project, and as applicable, negotiating with the reclaimed water supplier or other contractor to provide full or partial on site storage facilities, consistent with the volume of water to be utilized, as required by any applicable governmental requirements. All Owners, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with reclaimed water; provided, however, that if reclaimed water is used for irrigation then it shall emanate from an approved treatment plant with a current operating permit from the appropriate regulatory authorities. The cost of such reclaimed water and all administrative, operational, maintenance and support costs related to it, are Common Expenses. Reclaimed water is not potable and should not be ingested by humans or pets and should not be used to irrigate anything meant for human consumption.

NEITHER THE DECLARANT, THE DISTRICT, ANY BUILDER, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE DISTRICT, ANY BUILDER, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A HOME NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT, THE DISTRICT, ANY BUILDER, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

- 8.5 Surface Water Management System. The Properties include various drainage retention/detention areas and facilities that are part of the SWMS. These drainage structures are part of the overall drainage plan for the Properties. The District shall have unobstructed ingress to and egress from all retention/detention facilities at all reasonable times to maintain said facilities in a manner consistent with its responsibilities as provided in this Declaration. No Owner shall cause or permit any interference with such access or maintenance. The District shall be responsible for the maintenance, operation and repair of the SWMS. Maintenance of the SWMS means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SFWMD. Any repair or reconstruction of the SWMS shall be as permitted or, if modified, as approved in writing by the SFWMD.
- 8.6 Maintenance of Conservation Area. The District shall be responsible for the perpetual maintenance, operation, and repair of such portions of the Conservation Area as are part of the District Facilities.

- 8.6.1 In the event that monitoring is required by SFWMD for the Conservation Area or any environmental mitigation area located on the Common Area, the District will be responsible to carry out this obligation and to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring as set forth in the Permit. The District shall maintain copies of the Permit as well as all further permitting actions for the benefit of the District.
- 8.6.2 All owners are hereby notified that their Lots may contain or be adjacent to the Conservation Area. The District shall take action against Owners as necessary to enforce the conditions of any conservation easement and the Permit.
- 8.6.3 The District shall be responsible for the perpetual maintenance of any signage required by the Permit.
- 8.6.4 The District's obligation for perpetual maintenance of the Conservation Area will be funded through the District Maintenance Special Assessments.
- 8.6.5 The District may be required to provide SFWMD with an irrevocable letter of credit or other form of surety to secure performance of the maintenance and monitoring required by the Permit.
- 8.7 Vegetation in Conservation Area. No Owner of a Lot abutting a Conservation Area shall remove native vegetation (including cattails) that become established within the Conservation Area abutting his Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Conservation Areas to SFWMD. Conservation Areas may not be altered from their natural/permitted condition with the exception of: exotic or nuisance vegetation removal, or restoration in accordance with a restoration plan approved by SFWMD. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council.
- 8.8 Use Restrictions for Conservation Areas. The Conservation Areas may not be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plat(s). Activities prohibited within the Conservation Area include, but are not limited to, the following:
  - 8.8.1 Construction or placing of buildings, private rights of way and paved areas therein, signs, billboards or other advertising, utilities, or other structures on or above the ground;
  - 8.8.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
  - 8.8.3 Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as SFWMD may require of the Declarant;
  - 8.8.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

- 8.8.5 Surface use except for purposes that permit the Conservation Area to remain predominately in their natural condition;
- 8.8.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;
- 8.8.7 Acts or uses detrimental to such aforementioned retention and maintenance of the Conservation Area;
- 8.8.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

No Owner within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Conservation Area described in the Permit and any Plat unless prior approval is received from SFWMD.

8.9 Standards for Maintenance. All maintenance, repairs and replacement of the Properties, Homes and Lots, shall be performed in a manner consistent with the general appearance of the developed portions of the Properties. The minimum (though not sole) standard for the landscaping shall be the general appearance of the Properties (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The minimum (though not sole) standard for maintenance, repairs and replacement of the Properties, Homes and Lots shall be the general appearance of the portion of the Properties in which the Home is located taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of Declarant or the ARC. The person responsible for maintenance (the Association or Owner, as applicable) shall repaint, restain, or refinish, as appropriate, the exterior portions of his or her Improvements (with the same colors and materials as initially used or as approved by Declarant or the ARC) as often as is necessary to comply with the foregoing standards. Notwithstanding the foregoing, the Association shall have the right to determine and reduce the standard for maintenance from time to time for any portion of the Properties which is not visible from a Home or a roadway within the Community.

8.10 Right of Entry; Right to File Notices of Lien Rights.

8.10.1 There is hereby created an easement in favor of the Association and its designees, over each Lot including the Home thereon for the purpose of entering onto the Lot in the performance of any maintenance for which the Association is otherwise permitted or required to perform, provided that the Association shall exercise such easement for entry into a Home during reasonable hours.

8.10.2 The Association shall have the right to file notices of lien rights, claims of lien, amendments thereto, notices of termination and satisfactions as to any Lot for which it has the obligation to perform any maintenance for which the Association is otherwise permitted or required to perform.

8.11 Maintenance of Roadways and Alleyways. Roadways and Alleyways within Bridgewalk shall be public roadways maintained by either the District, the City or the County, and shall not be maintained by the Association. ROADWAYS AND ALLEYWAYS WITHIN, ADJACENT OR IN PROXIMITY TO BRIDGEWALK ARE PART OF THE PUBLIC SYSTEM

OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DECLARANT AND THE ASSOCIATION HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS AND ALLEYWAYS BY THE GENERAL PUBLIC.

- 8.12 Alleyways. The Properties include "Alleyway Tracts" depicted on the Plat (the "Alleyways"). The District at all times shall have the exclusive right and obligation to maintain, repair, and replace the Alleyways. The District shall perform any such maintenance, repairs or replacement of the Alleyways and the costs thereof shall be part of the District Maintenance Special Assessments. All Alleyways and any improvements or related facilities located therein shall be for the benefit and use of (i) the Declarant for the purpose of exercising all powers and easements reserved herein; (ii) all current and future Owners of all or any portion of the Properties, for the purposes of access to and from public streets and Lots lying adjacent to such Alleyways; (iii) the District, its agents and/or assigns, for the purpose of exercising all powers, easements and responsibilities provided herein; and (iv) the County and its employees and agents solely for the purpose of performing municipal and government functions reasonably necessary to provide for and protect the health, safety and welfare of the Community and Owners, as well as such Owner's guests and invitees, including but not limited to police, fire and emergency medical services.
- 8.13 Retaining Walls. The Declarant or a Builder may construct retaining walls within Bridgeway (the "Retaining Walls"). Retaining Walls located within Common Areas shall be maintained by the Association and the costs thereof shall be deemed Operating Expenses of the Association. Structural maintenance and repairs of Retaining Walls located within Lots shall be the responsibility of the Association; however, the Owner of the Lot that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such Retaining Wall. Failure of the Association to undertake any maintenance, replacement or repair of the Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, OTHER THAN SOD, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.
- 8.14 Perimeter Walls/Fences. The Declarant may install perimeter walls or fences within the Community (the "Perimeter Walls/Fences"). The District shall maintain, repair, replace any Perimeter Walls/Fences within the Community, including Perimeter Walls/Fences located on Lots; however, each Owner shall maintain the interior of any Perimeter Walls/Fences or portion thereof located on Owner's Lot. The costs of such maintenance, repairs or replacement shall be part of the District Maintenance Special Assessments.
- 8.15 Multi-Purpose Trail/Equestrian Trail. A multi-purpose trail/equestrian trail ("Multi-Purpose Trail/Equestrian Trail") is located within portions of the Community's open space tracts. The Multi-Purpose Trail/Equestrian Trail is dedicated for pedestrian and equestrian ingress and egress and is the perpetual maintenance obligation of the District. Each person using any portion of the Multi-Purpose Trail/Equestrian Trail accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with the use of the Multi-Purpose Trail/Equestrian Trail, and indemnifies and agrees to hold harmless the Declarant, the Association and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Multi-Purpose Trail/Equestrian Trail, including for attorneys' fees and costs at trial, upon appeal or otherwise. The Multi-Purpose Trail/Equestrian Trail is open to the general public.



- 8.16 District Facilities. The District may contract with the Association for the maintenance, repair, and replacement of the Facilities in the District's sole and absolute discretion and subject to any written agreement accepted by the Association.
- 8.17 Limitations on Amendment. The provisions of this Article 8 shall not be amended except by (a) the Declarant solely pursuant to the Declarant's amendment rights outlined in Article 20 or (b) the affirmative vote of 67% of the Voting Interests present in person or by proxy at a duly called meeting of the Members and by the Declarant for so long as Declarant owns any portion of the Properties. At such time as Declarant no longer owns any portion of the Properties, Article 8 may be amended pursuant to the general amendment provisions of this Declaration.

9. **MAINTENANCE BY OWNERS.**

- 9.1 Maintenance by Owners. Each Owner shall maintain his or her Lot and Home, including without limitation all structural components, comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Community, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration.
- 9.2 Right of the Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Article 9. In the event an Owner does not comply with this Article 9, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as a Charge against the Owner. The Association shall have the right to enforce this Article 9 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Article 9, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.
- 9.3 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots located in the Community:
- 9.3.1 Trees. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet (8') from the ground.
- 9.3.2 Shrubs. All shrubs are to be trimmed as needed.
- 9.3.3 Grass. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.
- 9.3.4 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.
- 9.3.5 St. Augustine Grass. Subject to applicable law, only St. Augustine grass (i.e. Floratam or a similar variety) is permitted in the front yards and side yards, including side yards facing a street.
- 9.3.6 Mulch. Mulch shall be replenished as needed on a yearly basis.
- 9.3.7 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the

disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SFVMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

- 9.3.8 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.
- 9.3.9 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.
- 9.3.10 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day except for Lots under construction.
- 9.4 Landscaping, Drainage and Irrigation. No sod, topsoil, tree, shrubbery or other landscaping shall be removed from any Lot by any Owner, and no irrigation facilities installed by Declarant or any Builder shall be removed, modified or tampered with by any Owner. Further, there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas that results in any change in the flow and drainage of surface water that the ARC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ARC.
- 9.5 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.
- 9.6 Water Mains. In the event the County or any of their subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section 9.6, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as a Charge against the Owner. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 9.6, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 9.6.
- 9.7 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls are improved with a finish material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand

and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section 9.7, and they should be completed in a timely fashion to prevent any damage to the Home.

- 9.8 Individual Insurance. By virtue of taking title to a Lot, each Owner (other than Declarant) covenants and agrees with all other Owners, and with the Association, that each Owner shall carry, at a minimum full replacement cost dwelling protection with building structure replacement cost method extended limits. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising its Lot, the Owner shall proceed promptly to demolish, as required, and to repair or reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. Said Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed, said Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms hereof, any rules and regulations, and all applicable Law. Assessments shall still apply to and be levied against any Lot cleared and thereafter maintained pursuant to the provisions of this section. Any such cleared Lot shall still, at all times, continue to be responsible for payment of full Assessments, regardless of the fact that the Lot and Owner may not benefit from maintenance and other services otherwise provided by the Association to occupied or improved Lots.

## 10. PROVISIONS RESPECTING TOWNHOMES.

- 10.1 Townhome Neighborhood Maintenance. In order to maintain a uniform appearance and high standards of maintenance, the Association shall perform the Exterior Maintenance for the Townhome Neighborhood in a neat, orderly and attractive manner consistent with the standards set forth in Section 8.9. The cost of performing the Exterior Maintenance shall be a Neighborhood Expense and the Owner of each Townhome shall be obligated to pay the Neighborhood Assessments for its share of the cost of Exterior Maintenance for the Townhome Neighborhood. However, the Association shall be entitled to reimbursement from an Owner where Exterior Maintenance is required as a result of the deliberate, negligent or intentional acts of the Owner or its Occupants.
- 10.2 Exterior Maintenance of Townhomes. The Association shall have the sole discretion to determine the time at which such Exterior Maintenance shall take place, the manner, materials and color to be used. Exterior Maintenance of any individual Townhome, which is necessitated by deterioration of existing paint or stucco, shall also be the responsibility of the Association. If an Owner materially modifies the exterior of his Townhome, then the Association shall not be responsible for maintenance of any modified portion of the Townhome exterior; however, the Owner shall not be relieved of its obligation to pay the Neighborhood Assessments associated with Exterior Maintenance for the Townhome Neighborhood.

- 10.3 Termite Treatment. The Association shall be responsible for the periodic treatment for termites and for obtaining/maintaining a termite bond covering all exterior walls and foundations of all Townhome Buildings and related garages in the Townhome Neighborhood; provided, however, that the Association shall never be held liable or responsible if any such treatment, for any reason whatsoever, does not occur, or at any time proves to be or becomes ineffective. Each Owner shall be responsible for termite treatment of all interior walls of the improvements on its Townhome and for obtaining and maintaining an annual termite bond with a properly licensed company doing business in Florida for the same.
- 10.4 Pressure Washing. The Association may, in its sole discretion, pressure clean the roofs and the exterior portions of Townhome Buildings, including any exterior walls of any garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior pressure cleaning and made in accordance with this Section 10.4 shall constitute a part of the Neighborhood Expenses for which Neighborhood Assessments shall be levied, and each Owner in the Townhome Neighborhood shall pay an equal share of such costs.
- 10.5 Party Walls.
- 10.5.1 Repair and Maintenance Obligations. Wherever one Townhome is separated from another by a common wall or party wall ("**Party Wall**") in a Townhome Building, the obligations of each Owner with respect to its Party Walls shall be governed by this Section 10.5. Each Party Wall shall be the joint obligation of each of the Owners of the adjoining Townhomes ("**Party Wall Co-Owners**") in a Townhome Building. Each Party Wall Co-Owner shall be responsible for the repair and maintenance of the surface portion of the Party Wall which is contained within its Townhome and Lot. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wall board of the surface portion of the Party Wall which is contained within an Owner's Townhome and Lot shall be the obligation of that Owner. Each Party Wall Co-Owner shall have the right to use the side of the Party Wall within the Owner's Lot and Townhome in any lawful manner, including attaching structural or finishing materials to it; however, a party shall not create windows or doors or place air conditioning equipment in the Party Wall without the consent of the other Party Wall Co-Owner. Any consent given to a Party Wall Co-Owner to make openings in the Party Wall shall be subject to the right of the other Party Wall Co-Owner to revoke its consent on sixty (60) days prior written notice and close up such openings and/or remove such air conditioning equipment. The Party Wall Co-Owners shall be jointly responsible for the structure of the Party Wall; i.e., maintenance, repair, restoration and, if required, replacement or reconstruction (collectively, "**Restoration**") of concrete block, rebar, mortar, tie beam, and all other elements of the Party Wall.
- 10.5.2 Easement. Each Party Wall Co-Owner hereby grants to the other Party Wall Co-Owner, its successors and assigns, a perpetual non-exclusive easement and right of entry over and across its respective Lot and Home for the purposes of performing Restoration, provided that any such easement is exercised after notice and during reasonable hours.
- 10.5.3 Damage and Restoration. In the event of damage or destruction of the Party Wall from any cause, other than the negligence of either Party Wall Co-Owner, the Party Wall Co-Owners shall maintain, repair, restore and, if necessary, replace or reconstruct (collectively, "**Restore**") the Party Wall on the same spot and on the same line, of the same size, of the same or similar material and of

like quality as the Party Wall prior to the damage or destruction, and the cost of Restoration shall be shared equally between the Party Wall Co-Owners. Each Party Wall Co-Owner, its successors, and assigns, shall have the right to the use of the Party Wall so Restored. There shall be no subrogation or contribution between such Owners for the negligence or negligent acts of either Owner where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent Party Wall Co-Owner shall bear the entire cost of Restoration. If there is a disagreement between the Party Wall Co-Owners as to any matters provided for in this Section 10.5.3 which cannot be resolved between the Owners, then any Restoration required may be performed by the Association, and the costs hereof shall be assessed by the Association as Charges against each of the Party Wall Co-Owners in such amounts to reflect the provisions of this Section 10.5.3, and said Charges shall remain a lien until paid. This provision is not intended to abrogate or supersede any legal or equitable rights or remedies which the non-negligent Party Wall Co-Owner may have against the negligent Party Wall Co-Owner.

10.5.4 Notice of Party Wall Damage. Restoration of the Party Wall shall be undertaken wherever a condition exists which may result in damage or injury to person or property if the Restoration work is not undertaken. Upon discovering the possibility of damage or destruction, a Party Wall Co-Owner shall notify the other Party Wall Co-Owner in writing of the nature of the damage, the work required to remedy the situation, and the estimated cost of the Restoration (the "**Party Wall Restoration Notice**"). The other Party Wall Co-Owner shall then have twenty (20) days from the receipt of the Party Wall Restoration Notice either to object to the Restoration or to pay the Party Wall Co-Owner's share of the cost of the work. However, in the event of an emergency (*i.e.*, a condition that is immediately threatening to the safety of persons or property), the Party Wall Restoration Notice shall specify that an emergency exists and the other Party Wall Co-Owner shall then have five (5) days from receipt of the Party Wall Restoration Notice to either object to the Restoration or to pay its share of the cost of the work.

10.5.5 Interest. Any amounts due and unpaid under this Section 10.5 shall bear interest at the rate of eighteen (18%) percent per annum from the date due until paid in full.

10.6 Insurance.

10.6.1 Notwithstanding anything contained in the Declaration to the contrary, the Board shall have the authority to obtain a blanket or master policy of property and casualty insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on the Townhomes (hereinafter referred to as "**master policy**"). In such event, and without any further approval required, the cost of any such master policy shall constitute a Neighborhood Expense funded through the Neighborhood Assessments as further set forth herein. Following such an assumption of insurance responsibility, the Association may, at any time, discontinue such blanket insurance coverage upon approval of a majority of the total Voting Interests, and in such event each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Townhome and structures thereon.

10.6.2 The master policy obtained by the Association for the Townhome Buildings shall exclude all improvements within the living space of the Townhomes and areas of exclusive use and possession, including floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, and improvements to the interior of the structures on the Townhome and any exterior improvements made by an Owner or occupant of the Townhome. In such event, Owners shall be obligated to obtain and maintain at all times (in addition to coverage pertaining to fixtures, finishes, contents, and improvements to the interior of the structures on the Townhome and any exterior improvements made by an Owner or occupant of the Townhome) insurance covering consequential damages to any other Townhome or the Common Area due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Townhome, and any other casualty within the Townhome which causes damage to the Townhomes or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured. Unless a Mortgagee is named as the loss payee under any such policy, the Association shall be named as the loss payee.

10.6.3 Regardless of whether the insurance required hereunder is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Townhome and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Townhome and improvements thereon which are their respective responsibilities. The Association shall further have the right to demand that Owners provide a certificate evidencing insurance coverage the Owner is required to maintain, to the Association within ten (10) days of a written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Townhome. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Townhome is canceled. In the event that an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or allows such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and pass the costs thereof to the Owner and the Owner's Lot as a Neighborhood Assessment applicable only to such Lot collectible as any other Neighborhood Assessment due hereunder.

10.7 Duty to Restore Damaged Townhome. In the event of damage or destruction of a Townhome from any cause, the Owner of such Townhome shall promptly proceed to Restore the Townhome on the same location, on the same lines, of the same size, of the same or similar material as nearly as reasonably possible to its value, condition and character which existed immediately prior to such damage or destruction, subject to such

changes or alterations as are approved by the ARC in conformity with the provisions of the Declaration and modern construction techniques and methods.

- 10.7.1 Each Owner of a damaged or destroyed Townhome shall be responsible for his own all Restoration Costs (other than for damage to the Party Wall which shall be shared between the Party Wall Co-Owners) unless the damage or destruction was caused by the negligence, intentional acts or willful misconduct of another Owner, its Permitted User or any occupant or invitee (collectively, "**Culpable Party**"), in which event such Culpable Party shall bear all Restoration Costs. "**Restoration Costs**" means the cost of repairing, replacing, restoring or reconstructing all loss, damage or destruction affecting a Townhome (including the deductible under the applicable insurance policies) or any part thereof, including without limitation all construction costs, architects and engineers fees, inspection and permit fees, and the Association's fees and costs for reviewing the plans for the Restoration and holding and disbursing the insurance proceeds and other funds).
- 10.7.2 There shall be no subrogation or contribution between such Owners for the negligence or negligent acts of a Culpable Party where such damage is fully covered by insurance to the extent of such insurance coverage. To the extent that Restoration Costs are not covered by insurance, the Culpable Party shall bear all such Restoration Costs.
- 10.7.3 If there is a disagreement between the Owners as to any matters provided for in this Section 10.7, which cannot be resolved between the Owners, then any Restoration required may be performed by the Association, and the costs hereof shall be assessed by the Association against the Owner of the damaged or destroyed Townhome in such amounts to reflect the provisions of this Section 10.7, which shall remain a lien until paid. This provision is not intended to abrogate or supersede any legal or equitable rights or remedies which the non-negligent Owner may have against the Culpable Party.
- 10.8 **Plans for Restoration.** The plans and specifications for any Restoration shall be prepared by an architect licensed in the State of Florida. All plans and specifications required in connection with any Restoration shall be subject to review and approval by the ARC and the Association's independent inspecting engineer. Unless the Association shall otherwise agree, plans and specifications for any Restoration shall be consistent with the then existing building plans. The Owner shall retain a responsible contractor, acceptable to the Association, to perform the Restoration. The contractor shall work under the administration of the Association and the Townhome Owner responsible for the Restoration.
- 10.9 **Charges.** If the insurance proceeds are not sufficient to defray the estimated Restoration Costs, or if at any time during Restoration or upon completion of Restoration, the funds for the payment of the Restoration Costs are insufficient, in Association's reasonable judgment, to pay in full the balance of the Restoration Costs, the Association may require the Owner (.1) to deposit the deficiency with Association before any disbursement shall be made, which deficiency deposit shall be held by Association on the same conditions applicable to the insurance proceeds, (.2) impose Assessments in the amount of the deficiency against the Owner of the Townhome (in accordance with, and secured by the lien rights contained in, Article 12) in sufficient amounts to provide funds for the payment of the Restoration Costs, or (.3) deliver evidence satisfactory to Association that all Restoration Costs in excess of the insurance proceeds will be paid in full as they become due and payable.

- 10.10 Application of Insurance Proceeds and Other Funds to Restoration. All insurance proceeds paid in connection with a casualty loss to a Townhome shall be used to their full extent to fund Restoration Costs. Upon completion of the Restoration of any damage to a Townhome, the Association shall refund to the Owner and Mortgagee, as their interests may appear, the amount by which the insurance proceeds and any additional funds paid by the Owner to the Association exceed the actual Restoration Costs. No Mortgagee shall have any right to have any insurance proceeds applied to the reduction of a mortgage debt, except for actual distributions thereof made to the Owner and Mortgagee pursuant to the provisions of the Declaration after the Restoration is complete and the Restoration Costs have been paid in full.
- 10.11 Disbursement Procedures. The Association shall disburse (a) the insurance proceeds and (b) any Assessments imposed for Restoration Costs or any other monies for Restoration which may have been deposited with the Association from time to time as work progresses for application to the Restoration Costs, subject to such disbursement procedures, terms and conditions as Association may reasonably establish. Such procedures, terms and conditions may include, without limitation, the following:
- 10.11.1 Association's prior approval of all contractors, architects and engineers retained by Owner for such work;
  - 10.11.2 Association's prior approval of plans and specifications prepared by a licensed architect, of hard and soft cost budgets for such work and of all changes to the foregoing;
  - 10.11.3 Delivery to Association of evidence satisfactory to Association that all permits, licenses and approvals required for the work have been obtained and are in full force and effect;
  - 10.11.4 Delivery to Association prior to each disbursement of insurance proceeds, of such affidavits and certificates as to such matters as Association may request, including, without limitation, certificates of the approved architect or engineer that (.1) all of the work completed has been done in compliance with the approved plans and specifications, if any, (.2) such disbursement is required to reimburse Owner for payments by Owner to, or which are due to, contractors, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work, (.3) the amount of such disbursement, when added to all sums previously disbursed by Association, does not exceed the value of the work done to the date of such certificate, and (.4) the amount of insurance proceeds held by Association after such disbursement (without taking into account any holdbacks) will be sufficient on completion of the work to pay for the same in full;
  - 10.11.5 Delivery to Association, prior to each disbursement of insurance proceeds, of waivers or releases of lien for work completed and title searches confirming that there has not been filed with respect to the Home any mechanics', construction, or other lien;
  - 10.11.6 Retention of not more than ten percent (10%) of such holdbacks out of each disbursement for work performed as Association may deem advisable pending completion of the work;



- 10.11.7 Deposit with Association of such sums in excess of undisbursed insurance proceeds (exclusive of holdbacks) as Association may from time to time determine are required to complete the work;
  - 10.11.8 Delivery of performance bonds and labor and material payment bonds issued by sureties acceptable to Association on such terms and in such amounts as Association shall determine provided, that Association shall not require a bond if the cost of work to be performed is less than \$400,000;
  - 10.11.9 Delivery when the work has been completed of a copy of all certificates required by law to render occupancy of the Home legal;
  - 10.11.10 Association shall not be obligated to make disbursements more frequently than monthly but shall make monthly disbursements if requested by Owner subject to Owner's compliance with this Section. The Restoration shall be performed and completed by Owner in an expeditious and diligent fashion and in compliance with all applicable laws, rules and regulations.
- 10.12 Association's Rights. The rights granted Association in this Section in the event of any loss, damage or destruction of a Townhome constitute reasonable protections of property values and aesthetic appearance of the Homes in the Townhome Area and each Owner agrees to comply with such terms, conditions and procedures as Association may impose.
- 10.13 Indemnity. Each Owner agrees to indemnify the Declarant, the Association, and the other Party Wall Co-Owner for injury or personal or property damage, when such injury or damage shall result from, arise out of, or be attributable to its failure to perform or comply with its duties and obligations under Article 10 of the Declaration.
- 10.14 Transfer of Title. In any transfer of title to a Townhome, the Owner of such Townhome ("**Grantor**") and the purchaser ("**Grantee**") of such Townhome shall be jointly and severally liable for all unpaid amounts pertaining to the Party Walls accrued up to the date of the conveyance without prejudice to the rights of the Grantee against the Grantor, but the Grantee shall be exclusively liable for those accruing after the conveyance. The lien rights of any Owner of a Townhome against another Townhome for amounts due under this Article 10 shall be subordinate to the lien of any First Mortgage. If the holder of a First Mortgage or other purchaser acquires title as a result of a foreclosure or deed in lieu of foreclosure of the First Mortgage, the purchaser and any successors and assigns shall not be liable for the amounts which became due prior to the acquisition of title in the foreclosure action. Any unpaid amounts which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be divided between Party Wall Co-Owners, payable by and a lien against both Lots sharing the Party Wall, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.
- 10.15 Support. Each Townhome shall have an easement of support and of necessity over, under and upon, and shall be subject to an easement of support and necessity in favor of, all other Townhomes within the Townhome Building in which it is located and any other structure or improvement which abuts or supports any Townhome.
- 10.16 Utility and Other Services. In the event that any Townhome Building contains utilities, telecommunications and security systems, irrigation and other services and systems and/or drainage facilities which serve more than one Townhome, then there shall be an easement reserved in favor of the Association and/or the entities providing such utilities, telecommunications and security systems, and irrigation and other services and systems and/or drainage facilities under, through and over each Townhome therein and the Lot on

which it is located as may be required from time to time in order to maintain, repair, replace, restore, inspect, test, preserve, clean, remove, and/or improve such utilities, telecommunications and security systems, irrigation and other services and systems and drainage facilities so long as the easement does not materially adversely affect the Owner's use and enjoyment of its Townhome as a residence.

A Townhome Owner shall do nothing within or outside its Townhome that interferes with or impairs, or may interfere with or impair, the provision of such utilities, telecommunications and security systems, and other services and systems and/or drainage facilities or the use of easements for the foregoing purposes. The Association or its agent shall have a right of access to each Lot and the Townhome thereon to install, maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other facilities for utilities, telecommunications and security systems, and other services and systems and for drainage facilities contained in the Townhome or elsewhere in the Properties and serving a Townhome Building, and to remove any improvements interfering with or impairing such facilities or easements reserved herein. Such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's permitted use of the Townhome. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Owner is absent when the giving of such notice is attempted).

10.17 Encroachments. If (i) any Townhome encroaches upon any other Lot, Townhome, or Common Area; (ii) any Improvement to a Common Area encroaches on any Townhome or Lot or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Townhome or Improvement to a Common Area; (2) settling or shifting of the Townhome Building or Improvement to Common Area; (3) any alteration or repair to the Townhome Building or Improvement to Common Area made by or with the consent of the Townhome Owner, Association or the Declarant, as appropriate, or (4) any Restoration of the Improvements to the Lot, Townhome or Common Area (or any portion thereof) damaged by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Lot, Townhome or Common Area, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements to the Lot, Townhome or Common Area shall stand.

10.18 Insurance Premiums. Premiums for all insurance obtained by the Association pursuant to this Article 10 shall be a Neighborhood Expense.

11. **BRIDGEWALK COMMUNITY DEVELOPMENT DISTRICT.**

11.1 Generally. Portions of Bridgewalk may be owned by Bridgewalk Community Development District (the "**District**"), such as the retention/detention areas, streets, roadways, Alleyways, mail delivery centers, open space areas, Conservation Areas and buffers, the SWMS, and/or utilities. In the event that any portions of Bridgewalk are owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District (the "**Facilities**"). EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA.

11.2 Creation of the District. The District has issued Special Assessment Bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The District puts Homes and other portions of Bridgewalk under the jurisdiction of the District.

The District may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, Conservation Area and buffers, landscape and hardscape features, roadways, Alleyways, the SWMS, utility plants and lines, land acquisition, perimeter walls/fences, miscellaneous utilities for the Community and other infrastructure projects and services necessitated by the development of, and serving lands, within Bridgewalk (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for these Facilities may be funded by the District in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The District may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "**District Debt Service Assessments**") levied on all benefiting properties in the District, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the "**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services (the "**District Maintenance Special Assessments**").

- 11.3 District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, County, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Osceola County and disbursed to the District. The homestead exemption is not applicable to the District assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District assessments and/or other charges due with respect to the Facilities are direct obligations of Owner and are secured by a lien against Owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Home. The District may construct, in part or in whole, by the issuance of Bonds certain facilities that may consist of roads, perimeter walls/fences, utilities and/or drainage facilities, as the District determines in its sole discretion.
- 11.4 Common Areas and Facilities Part of District. Portions of the Common Areas may become part of the District. In such event, Common Areas will become part of the Facilities, will be part of the District and the District shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas once conveyed to the District. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. The Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the District or the Association. If conveyed to the District, such portions of the Common Areas shall thereafter be part of the District Facilities. The District or the Association may promulgate rules, regulations and/or covenants that may outline use restrictions for the Facilities, or the Association's responsibility to maintain the Facilities, if any. The establishment of the District and the

inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

- 11.5 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and maintained by the Association. The Facilities may be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.
- 11.6 Retention/Detention Areas. THE FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, BUILDERS, THE DISTRICT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN BRIDGEWALK; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, THE DISTRICT, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, THE DISTRICT, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS, THE DISTRICT, AND THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, BUILDERS, THE DISTRICT, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN BRIDGEWALK.
- 11.7 Right-of-Way. Subject to Section 8.9 herein, the District shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation, trees and landscaping located in the right-of-way adjacent to any Facilities. The cost associated with any such maintenance of the right-of-way shall be charged to Owners as part of the District Maintenance Special Assessments. Each Owner agrees to reimburse the District any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts.

12. **COVENANT FOR ASSESSMENTS AND OTHER AMOUNTS.**

- 12.1 Creation of the Lien and Personal Obligation for Assessments and Charges. Each Owner of any Lot by acceptance of title to the Lot shall be deemed to covenant and agree to pay all Assessments and Charges assessed against the Owner's Lot as provided in the Declaration. All Assessments and Charges shall be fixed, established and collected from time to time as hereinafter provided. An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he or she is the Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Charges against the grantor up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Lot against which the Assessments are made or otherwise. As Vacant Lots (as defined herein) and Spec Lots (as defined herein) are not improved or may not receive certain services, Declarant and any record title owner of a Vacant Lot or a Spec Lot shall not be assessed uniformly with Lots containing completed Homes which are not Spec Lots.

- 12.2 Budgets. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year, which budget may provide reasonable reserves for replacement and deferred maintenance. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than the amount to be generated through Common Assessments. The Board shall then establish the Assessments for each Lot and shall notify each Owner in writing of the amount, frequency, and due dates of such Assessments.

In determining the Assessments for Common Expenses for each Lot, the Board may consider any income expected to be generated from additional Lots reasonably anticipated to become subject to Assessments during the fiscal year. Unless the Board of Directors provides otherwise when it adopts the annual budget for the Common Expenses, the Assessment for each Home which becomes subject to Assessment after January 1st of the year for which the budget was adopted shall be based upon a good faith estimate by the Board. Thereafter, each such Home's Assessment shall be computed as provided in Sections 12.3 and 12.5 as of January 1st of the year for which the budget was adopted.

The Board of Directors shall fix the date of commencement and the amount of the Assessments against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, except as to emergency Assessments. The Association shall at that time prepare a roster of the Lots, the Owners thereof and the Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner or First Mortgagee. In the event no such notice of new Assessments is given, the Assessments amounts payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

From time to time during the fiscal year, the Board may modify the budget. Pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency or due dates of the Assessments. In no event shall any such Assessments be due less than ten (10) days from the date of the notification of such Assessments.

- 12.3 Common Assessments Rates. Unless this Declaration, a Supplemental Declaration or any other recorded instrument provides otherwise, each Lot shall pay an equal share of the Common Expenses computed by multiplying the Common Expenses by a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots subject to Assessments. Any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by a Builder (a "Spec Lot") also shall be assessed at ten percent (10%) of the Common Assessment assessed to Lots with Homes constructed thereon and owned by Owners other than Builders. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall Declarant pay Special Assessments.
- 12.4 Capital Improvements to Common Areas. In addition to the Common Assessments, the Association may assess for capital alterations or improvements to the Common Areas (as distinguished from maintenance, repair, replacement or reconstruction) or to acquire any real or personal property for the Common Areas. The cost and expense of any such

additions, alterations, improvements or purchases of real or personal property for such Common Areas shall constitute a part of the Common Expenses and shall be assessed to the Owners as an Annual Assessment or Special Assessment, as determined by the Board. No action authorized in this Section 12.4 shall be taken without the prior written consent of the Declarant as long as the Declarant or any of its affiliates owns any portion of the Community.

12.5 Neighborhood Assessments.

12.5.1 The Board of Directors shall have the power to assess Lots for the actual and estimated expenses incurred by the Association for Neighborhood Expenses for the benefit of Lots or Owners within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be determined from time to time by the Board of Directors in accordance with the Declaration. Unless this Declaration, a Supplemental Declaration or any other recorded instrument shall provide otherwise, each Lot shall pay an equal share of the Neighborhood Expenses incurred by the Association for providing specific items or services relating to or benefiting the Neighborhood in which the Lot is located, computed by multiplying the applicable Neighborhood Expenses by a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots subject to Assessments within the Neighborhood to which the Neighborhood Expenses apply.

At the time that the budget for Neighborhood Expenses is prepared by the Board as required by Section 12.2 above, the Board shall determine the amount of the Neighborhood Assessments that are applicable to the Lots in such Neighborhood for such fiscal year.

12.5.2 In addition to the Neighborhood Assessments, the Association may assess for capital alterations or improvements to a Neighborhood (as distinguished from maintenance, repair, replacement or reconstruction) or to acquire any real or personal property for the Neighborhood. The cost and expense of any such additions, alterations, improvements or purchases of real or personal property for such Neighborhood shall constitute a part of the Neighborhood Expenses and shall be assessed to the Owners as an Annual Assessment or Special Assessment, as determined by the Board.

12.5.3 No action authorized in this Section 12.5 shall be taken without the prior written consent of the Declarant as long as the Declarant or any of its affiliates owns any portion of the Community.

12.6 Due Dates. The Common Assessments and Neighborhood Assessments shall be payable in advance in monthly installments, unless the Board of Directors determines to collect them in quarterly, semi-annual or annual installments. The Assessments amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or subsequently adopted. The Common Assessments and Neighborhood Assessments for any fiscal year shall be assessed for the year (but may be reconsidered and amended, if necessary, at any time), but the amount of any revised Assessments to be assessed during any period shorter than a full fiscal year shall be in proportion to the number of months (or other appropriate installments) remaining in such fiscal year. The due date of any Special Assessments (whether relating to a Common Area or a Neighborhood) shall be fixed in the Board resolution authorizing such Assessments.

- 12.7 Date of Commencement of Assessments. Unless otherwise provided in the Declaration or a Supplemental Declaration, each Lot shall become liable for payment of the Assessments commencing on the first (1st) day after the first to occur of (1) the issuance of the certificate of occupancy (or its equivalent) for the Home thereon, or (2) the conveyance of the Home thereon by Declarant or a Builder to an Owner other than the Declarant or a Builder, or (3) upon actual occupancy of the Home thereon. No Home shall be assessed separately from the Lot on which it is situated. Thereafter, Assessments shall be imposed for the year beginning January 1 and ending December 31 or such other fiscal year as the Board of Directors may adopt.
- 12.8 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by the Owner or Mortgagee of the Lot, the Association, pursuant to Section 720.30851, Florida Statutes, shall furnish to any Owner a certificate setting forth whether all required all Assessments, Charges and other moneys owed to the Association by the Owner with respect to the Lot. Such certificate, subject to the limitations and terms of Section 720.30851, Florida Statutes, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment, Charge or other moneys owed to the Association therein stated to have been paid. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant or a Builder, no Home or Lot may be sold or conveyed unless an estoppel certificate pursuant to Section 720.30851, Florida Statutes is obtained and all amounts set forth therein are paid prior to the sale or conveyance.
- 12.9 Monetary Defaults and Collection of Assessments.
- 12.9.1 Late Fees and Interest. If any Assessments or Charge is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of five (5%) percent of the amount of the Assessments or Twenty-Five (\$25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law (or, if there is no highest lawful rate, 18% per year) from the due date until paid. If there is no due date applicable to any particular Assessments or Charge, then the Assessments or Charge shall be due ten (10) days after written demand by the Association.
- 12.9.2 Acceleration of Assessments. If any Owner is in default in the payment of any Assessments or Charge owed to the Association for more than thirty (30) days after written demand, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association the Assessments for the balance of the fiscal year, based upon the then existing amount and frequency of such Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Assessments and for all other amounts payable to the Association.
- 12.9.3 Lien Rights. The Association has a lien on each Lot for the unpaid Assessment, which is effective from and after recording a claim of lien in the Public Records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association, late fees and interest, reasonable attorneys' fees and costs incurred incident to the collection of the Assessments and enforcement of the lien (including preparation and filing the claim of lien and the complaint (if any)), and prosecuting same, and all sums advanced and taxes paid and payments made

on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. To the extent permitted by law, the Association has a lien on each Lot for Charges owed to the Association by the Owner of such Lot.

12.9.4 Collection and Foreclosure. The Association may bring an action in its name to foreclose its lien for Assessments in the manner a mortgage on real property is foreclosed. The Association may also bring an action at law against the Owner(s) personally obligated to pay the Assessments and Charges due the Association to recover a money judgment for such unpaid Assessments and Charges without waiving any claim of lien. The Association shall have such other remedies for collection and enforcement of Assessments and Charges as may be permitted by applicable law. All remedies are intended to be and shall be cumulative. The Association may pursue one or more of such remedies at the same time or successively. The Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of the Assessments and Charges due the Association, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and costs and costs of the action, and all sums advanced and taxes paid and payments made on account of superior mortgages, liens or encumbrances by the Association in order to preserve and protect the Association's lien. In the event a judgment is obtained, such judgment shall include all amounts provided above. The Association shall also be entitled to attorneys' fees and costs in connection with any appeal or bankruptcy. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

12.9.5 Rental and Receiver. The Association shall be entitled to the appointment of a receiver to collect the rent (.1) if the Home is leased during the pendency of the foreclosure; or (.2) if an Owner or any Occupant remains in possession of a Home after the claim of lien against a Home is foreclosed, and the court in its discretion requires the Owner to pay a reasonable rental for the Home.

12.10 Priority of Liens. The order of priority of liens hereunder shall be as follows: first, real property tax liens; second, First Mortgage liens; third, the Association's liens for Assessments. In the event of a foreclosure of a First Mortgage, any purchaser at a foreclosure sale or any such First Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such First Mortgagee, shall hold title to the Lot subject to the liability and lien of any Assessments coming due after such foreclosure (or conveyance in lieu of foreclosure). Any purchaser at a foreclosure sale or any First Mortgagee who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's receipt of the deed; however, the liability is limited to the lesser of the following: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one (1%) percent of the original mortgage debt. The limitation of this Section 12.10 applies only if the First Mortgagee joined the Association as a defendant in the foreclosure action. No mortgagee acquiring title to a Lot as a result of foreclosure or deed in lieu thereof may be excused from the payment of



the Assessments during the period of its ownership of such Lot, whether or not such Lot is unoccupied.

- 12.11 Unpaid Assessments. Any unpaid Common Assessments, Neighborhood Assessments, Special Assessments for Common Expenses which cannot be collected as a lien against any Lot by reason of the provisions of Section 12.10 shall be deemed to be a Common Expense divided among, payable by and a lien against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Any unpaid Neighborhood Assessments or Special Assessments for Neighborhood Expenses which cannot be collected as a lien against any Lot by reason of the provisions of Section 12.10 shall be deemed to be a Neighborhood Expense divided among, payable by and a lien against all Lots in such Neighborhood, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Any unpaid Service Area Assessments or Special Assessments for Service Area Expenses which cannot be collected as a lien against any Lot by reason of the provisions of Section 12.10 shall be deemed to be a Service Area Expense divided among, payable by and a lien against all Lots in such Service Area, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.
- 12.12 Use of Common Areas. In addition to the rights of collection of Assessments stated in this Article, any and all persons owning a Lot or acquiring title to or any interest in a Lot as to which the Assessments are delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to use, occupy, or lease such Lot or use or enjoy the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall be subject to the provisions of Section 12.10 applicable to the First Mortgagees and purchasers.
- 12.13 Common Areas and Certain Other Properties. The following property shall be exempt from payment of Assessments: Common Areas, parks and similar open spaces, land owned by or dedicated to the County or any other governmental authority, any land owned by a publicly-regulated utility company as long as such land is used for or in connection with the provision of utilities (exclusive of business offices, retail outlets and the like). In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of the Declarant (or, if there is no Class B Voting Member, the Board of Directors) shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).
- 12.14 Initial Contribution. The first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of One Hundred and No/100 Dollars (\$100.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board of Directors exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Community, including, without limitation, future and existing capital improvements, Common Expenses, support costs and start-up costs. A Home's Initial Contribution shall not be refundable to the purchaser and shall not be applied and/or considered as a credit or an advance against any Assessment.
- 12.15 Resale Contribution. After the Home has been conveyed by the Declarant or a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of Seven Hundred and Fifty and No/100 Dollars (\$750.00) (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived

from the Resale Contributions are income to the Association and shall be used by the Board of Directors exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Community, including, without limitation, future and existing capital improvements, Common Expenses, support costs and start-up costs.

12.16 Declarant's Assessments. Notwithstanding any provision of the Association Documents to the contrary, the Declarant shall have the option, in its sole discretion, to (.1) pay Assessments on the Homes owned by it which are subject to assessment, including Vacant Lots and Spec Lots, owned by Class A Members, or (.2) not to pay Assessments on any Homes owned by it which are subject to assessment and in lieu thereof fund the "shortfall." The "shortfall" to be paid under option (.2), above, shall be the difference between (i) actual Common Expenses of the Association (exclusive of any capital improvement reserves, replacement reserves, depreciation reserves and operating expense reserves), and (ii) the sum of all monies receivable by the Association from all sources. The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of the Common Areas, the Assessments levied against the Owners other than Declarant, interest, late charges, fines, rents and incidental income and any surplus carried forward from the preceding year(s). The shortfall for which the Declarant is responsible shall not include expenses incurred by the Association as a result of a natural disaster, casualty or an act of God which are not covered by the proceeds of insurance. The Declarant may from time to time change the options under which the Declarant is making payments to the Association by written notice to such effect to the Association. Declarant shall be obligated for deficit funding for each year of operation until such time that Declarant shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Lot owned by Declarant for which a certificate of occupancy has been issued for the Lot and Home thereon shall thereafter be assessed in the same manner as Lots owned by Owners other than Declarant, including Vacant Lots and Spec Lots, owned by Class A Members. Notwithstanding the foregoing, any deficit funding provided by Declarant pursuant to this Section shall automatically terminate at Turnover. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE ASSOCIATION DOCUMENTS OR OTHERWISE: (A) DECLARANT DOES NOT AND IS NOT PROVIDING THE OWNERS OR MEMBERS A GUARANTEE OF THE LEVEL OF ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; (B) THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS OR MEMBERS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; AND (C) DECLARANT'S ELECTION FROM TIME TO TIME TO DEFICIT FUND IS NOT A GUARANTEE OF THE ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT. IN THE EVENT DECLARANT ELECTS FROM TIME TO TIME, IN ITS SOLE DISCRETION, TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS ("DEFICIT FUND"), DECLARANT SHALL SPECIFICALLY ELECT TO DEFICIT FUND AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2022). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2022), ARE NOT APPLICABLE TO DECLARANT OR THE CALCULATION OF THE DEFICIT FUNDING OBLIGATION OR OTHER AMOUNTS DUE FROM DECLARANT. AS OF THE EFFECTIVE DATE, UNTIL TURNOVER OCCURS OR DECLARANT NOTIFIES THE ASSOCIATION OTHERWISE, DECLARANT ELECTS TO DEFICIT FUND, THEREBY OBLIGATING ITSELF, PURSUANT TO SECTION 720.308(B) OF ASSOCIATION ACT, TO PAY ANY COMMON EXPENSES INCURRED THAT EXCEED THE ASSESSMENTS RECEIVABLE FROM OTHER MEMBERS AND OTHER INCOME OF THE ASSOCIATION.

12.17 Declarant Subsidy. Declarant may, but shall not be obligated to, reduce the Assessments by payment of a subsidy, which may be in the form of a contribution, a loan, in-kind services

or an advance against future Assessments due from the Declarant, in Declarant's sole and absolute discretion. Payment of such subsidy in any year shall not obligate the Declarant to continue the subsidy in future years unless expressly provided in a written agreement with the Association.

- 12.18 Association Funds. Amounts collected by the Association shall be held by the Association in accounts clearly identified as the Association's and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks and financial institutions, the deposits of which are insured by an agency of the United States.
- 12.19 Charges. Each Owner shall be liable to the Association for all damage to any portion of the Common Areas resulting from misuse, negligence, failure to maintain or otherwise caused by the Owner, his or her Occupants or the contractors, subcontractors, licensees, invitees, employees, directors, officers, family members or guests of either. The Association shall have the right to levy a Charge therefor against such Owner or Owners. The Association may also levy a Charge against an Owner to reimburse the Association for costs incurred in any enforcement action or in bringing any Lot or Home into compliance with the Association Documents. To the extent permitted by law, such Charge shall be a lien against the Lot as provided in Article 10 hereof and shall be subject to all of the provisions relating to collection and enforcement of Assessments, including, but not limited to, the lien and foreclosure procedures.
- 12.20 Declarant Rights. The Declarant reserves the right to modify the Assessments rates, allocations and commencement dates by Supplemental Declaration, subject to the limitations set forth herein or in any Supplemental Declaration or in any amendments to this Declaration.

13. **USE, OCCUPANCY AND OTHER RESTRICTIONS.** In order to provide for congenial use and occupancy of the Properties and for the protection of the values of the Homes, the Properties shall be used and occupied be in accordance with the following provisions:

- 13.1 Applicability. The provisions of this Article 13 shall apply to all of the Properties and the use thereof but shall not apply to the Declarant or any of its designees. Nor shall this Article 13 apply to any Builder who purchases Lots or portions of the Properties from Declarant and is expressly exempted by Declarant from all or some of the provisions of this Article.

If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement shall be entitled to rely thereon and such statement shall be binding on the Declarant, the Association, and all other relevant persons and entities.

13.2 Boat Dock Facilities.

- 13.2.1 At its sole discretion, the Declarant may, but is not obligated to, obtain any necessary governmental approvals for and construct certain recreational boardwalk and/or boat docking facilities within the Community ("**Boat Dock Facilities**"), which Boat Dock Facilities, upon the construction of the same, shall be deemed Common Area. Notwithstanding anything contained herein to the contrary, no motorized watercraft of any type (e.g., jet/water skis) may be launched into, moored, or utilized within any lake, pond, canal, creek, stream or other water body within or abutting the Community. The Board may establish reasonable restrictions regarding types and size of vessels which

shall be permitted to dock at the Boat Dock Facilities. No boat or watercraft of any type may be stored (i) on the shoreline; (ii) on a mooring ball or other similar device; or (iii) at anchor.

13.2.2 The following rules and regulations shall apply to the Boat Dock Facilities in order to ensure the maximum safety of Owners, Occupants and Guests. Failure to observe the following rules and regulations can lead to serious personal injury and/or damage to property. The navigation laws of the United States, the Inland Rules of the Road, laws of the State of Florida, the ordinances of the County, and all other local regulations, including these rules and regulations, must be observed by all boats approaching or using the Boat Dock Facilities. All boaters must use caution and respect to preserve our local waters. Parents are fully responsible for their minor children. Children under the age of thirteen (13) are not permitted on the Boat Dock Facilities unless accompanied by adults. Pets must be leashed and monitored at all times. Swimming is not allowed in the Boat Dock Facilities area. No boats of any description are to be stored on top of the Docks. Cleaning of fish is not permitted. Notwithstanding the above, any boat owned by any agency of the County, State, or Federal Government shall be afforded unhindered access to the Boat Dock Facilities when on official business.

13.2.3 The Association will not be responsible or liable for damage to or loss of a boat, its gear or equipment. The Owner utilizing the Boat Dock Facilities agrees to hold the Association harmless against all claims or damages arising from any willful or negligent acts or omissions of the boat owner, his agents, or guests in the use of the Boat Dock Facilities. Extreme caution should be exercised while on the Boat Dock Facilities. Falling overboard, especially during periods of high winds or strong ebbing or flooding, can be extremely dangerous. Boat owners are responsible for the complete safety of their boats and passengers. No smoking, open flame or barbecue cooking is permitted on the Boat Dock Facilities, nor on boats located within the immediate area of the Boat Dock Facilities.

13.3 Cars, Commercial Vehicles, Trucks, Campers and Boats. Except as provided in the following sentence, the following restrictions shall apply to all vehicles utilized or parked in the Community. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, its affiliates, Declarant's Permittees, any Builders, or their subcontractors, suppliers, consultants or agents or by the Association or its contractors or agents.

13.3.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicle shall be parked in any Alleyway or obstruct vehicular or pedestrian access to and from any such Alleyway. No vehicles of any nature shall be parked on any portion of the Properties or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than two (2) tons shall be parked in the Community except during the period of a delivery. Personal street vans, personal trucks of two (2) ton capacity or smaller, and personal vehicles that can be appropriately parked within the driveway of a Lot (not blocking the sidewalk) may be parked in the Community.

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

13.3.3 Prohibited Vehicles. No commercial vehicle, recreational vehicles, limousines, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a Home. Notwithstanding the foregoing, so long as a Home has a fence which has been approved by the ARC, a boat and/or boat trailer, may be kept within the fenced yard of such Home. Boats and/or boat trailers shall not be permitted to be kept within the yard of any Townhome. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos<sup>TM</sup>, Blazers<sup>TM</sup>, Explorers<sup>TM</sup>, Navigators<sup>TM</sup>, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the Properties. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home.

No vehicle with expired registration or license plates may be kept within public view anywhere on the Properties. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Each Owner acknowledges that such Owner and its family, guests, Tenants, Occupants and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

13.3.4 Rules Regarding Boat and Boat Trailer Storage. No boat which is stored in the yard of a Home may extend higher than fourteen (14) feet from the ground. All boat owners shall be responsible for any damage to any Common Areas or Facilities which in any way results from such owner's storage of such boat within the Community. In addition to the foregoing, any owner desiring to store a boat within the Community must provide the Association with proof of insurance for their respective boat(s). Inoperable and/or unseaworthy boats may not be stored or parked in the Community. No repairs to any boat(s) may be performed in the Community. No boat engines may be run or flushed within in the Community. Full or partial boat covers which are commercial grade and in good repair (in the Association's sole and absolute discretion) are permitted on boats within the Community. No other boat covers including, but not limited to, tarps or other homemade covers may be used on boats which are stored or parked within the Community. All boats which are stored within the yard of a Home must be on a trailer and must be enclosed by an ARC approved fence.

13.4 Drainage System. The District shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, drainage easements, or other improvements (the "**Drainage Improvements**"), and which may be located within the Common Areas, the Facilities and/or Lots. After Drainage Improvements are installed by the Declarant, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the District. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ARC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SWMS or change the direction or flow of water in accordance with the SWMS for Bridgewalk, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County or the City, SFWMD or other governing body having jurisdiction over Bridgewalk. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

13.5 Exterior Antennas, Solar Equipment. No exterior antenna satellite dishes or similar equipment shall be installed on any Lot, Common Area or Improvement thereon, unless such antennae, satellite dishes and similar equipment are approved by the ARC and conform to the conditions and requirements imposed by the ARC. No radio or shortwave operations of any kind shall be permitted to operate on any Common Areas or any Home. Notwithstanding the foregoing, to facilitate compliance with The Telecommunications Act of 1996, the following provisions apply to installation of DBS, MDS, ITFS, and LMDC dishes less than one (1) meter in diameter, and TVBS antennas:

13.5.1 No payment of any fee shall be required as a condition of installation.

13.5.2 Any installation must be placed on the Lot in a location which is not visible from any street, unless such placement would: (a) unreasonably delay or prevent installation, maintenance or use; or (b) unreasonably increase the cost of installation, maintenance or use; (c) preclude reception of an acceptable quality signal.

13.5.3 The Owner must take reasonable measures to screen the installation. "**Reasonable**" means an installation which is consistent with the overall landscape standards of the Properties, but does not (a) unreasonably delay or prevent installation, maintenance or use, (b) unreasonably increase the cost of installation, maintenance or use; or (c) preclude reception of an acceptable quality signal.

No solar heating equipment, panels, collectors, or devices ("**Solar Equipment**") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment which has been approved by the ARC or whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Section 163.04, Florida Statutes. To the maximum extent permitted by Section 163.04, Florida Statutes, the location, type, and design of all Solar Equipment must be approved by the ARC prior to installation and use

of same, which approval, if granted, may require landscape or other screening, in the ARC's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ARC prior to installation and approval. Without limiting, and in addition to the foregoing, Declarant or the ARC may determine the specific location where solar collectors may be installed on the roof of any Home within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

- 13.6 Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Area, or any part thereof without the prior written approval of the ARC and in accordance with the Architectural Guidelines and the rules and regulations. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.
- 13.7 Fences, Walls and Screens. Except for fences or walls constructed by the Declarant, a Builder, or Association, no fences or walls shall be erected or installed without prior written consent of the ARC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ARC. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant, its affiliates, Declarant's Permittees or Builders during construction periods or as otherwise approved by Declarant or the ARC. The Owner of any Lot shall be obligated to ensure that the Association has unfettered access through such rear yard to conduct landscape maintenance, repair, replace, maintain, or otherwise address issues relating to the perimeter fence or irrigation lines, if any. Fencing on the rear property line of Lots abutting Conservation Areas may only be four (4) feet in height with picket fencing material. All other fencing shall be six (6) feet in height with tan vinyl material.
- 13.8 Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types and sizes. Each Owner who determines to keep a firearm on or about the Properties hereby agrees to indemnify the Association, Declarant and District, hold each of the Association, Declarant and District harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having a firearm on the Properties.
- 13.9 Flags. Display of flags is permitted on Lots only as and to the extent expressly permitted pursuant to this Section 13.9, though in no event shall any guideline or restriction conflict with the provisions of Section 720.304(2)(b), Florida Statutes (2022). Each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Each Owner may erect a single freestanding flagpole no more than twenty (20) feet high on any portion of the said Owner's Lot ("Flagpole"), provided the Flagpole does not obstruct sightlines at intersections and is not erected within or upon any easement area established, granted, or reserved pursuant to this Declaration or otherwise. Each Owner may further display in a respectful manner from the Flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, must be equal in size to or smaller than the United States flag. Any holiday or seasonal decorative flags and banners shall be subject to any rules and regulations regarding the time periods during which such flags and banners may be displayed. The

Flagpole and aforementioned displays are subject at all times to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the County, and to all setback and locational criteria set forth in the Association Documents.

- 13.10 Games and Play Structures. No play or game structures, including without limitation, tennis courts, soccer goals, basketball goals, volleyball courts or swing sets shall be located on any Lot without the prior written consent of the ARC. No such play or game structure shall be located in the front yard of any Lot. Additionally, no platform, doghouse, playhouse, storage shed or auxiliary structure of any kind or nature shall be constructed on any part of a Lot without the prior approval of the ARC.
- 13.11 Garages. Garages are intended primarily for parking and vehicle storage. No garages may ever be converted to or otherwise used as: living space/quarters such as, but not limited to, family rooms, bedrooms, bonus rooms, recreational (rec) rooms, or secondary/mother-in-law suites; office space; or a workshop.
- 13.12 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All solid waste containers shall comply with the standards adopted by the Association (or the ARC) for such containers (the latter to control over the former in the event of conflict).
- 13.13 Holiday Decorations. The Board may, from time to time, as necessary, adopt reasonable size, location, time, place, manner, and other rules and regulations with respect to holiday symbols and decorations inside Homes or on Lots generally, which rules and regulations may include, but shall not be limited to, establishing schedules and time periods during which such displays are allowed. For example, a Rule and Regulation may provide that Christmas displays may not be erected or permitted on any Lot, or to be visible outside any Home, prior to Thanksgiving in the year that the subject Christmas occurs, and must be removed no later than the end of the second week of January of the next calendar year.
- 13.14 Land Use and Building Type. Each Home shall be used solely for residential purposes, except for such ancillary or other commercial uses permitted by applicable zoning codes and other laws and ordinances. However, without limiting the generality of Section 13.1, and notwithstanding any other provision of this Declaration to the contrary, Declarant, its affiliates, the Declarant's Permittees and Builders may use Lots and Homes for model homes, sales displays, construction offices, construction material storage, parking lots, sales offices, rental and resale offices, management offices and other offices, or any one or any combination of such uses.
- 13.15 Mailboxes. No mailboxes shall be installed on any Lot. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Delivery Centers**"). No mailboxes are permitted except the Mail Delivery Centers originally installed by the Declarant or Mail Delivery Centers substantially similar to the Mail Delivery Centers originally installed by the Declarant. Mail Delivery Centers, if any, shall be maintained by the Association, except as otherwise maintained by the District. Except as otherwise maintained by the District, all costs associated with the maintenance, repair and replacement of the Mail Delivery Centers shall be part of the Common Expenses of the Association, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. The Declarant may install one or more Mail Delivery Centers



within Bridgeway and may consist of freestanding, pedestal-mounted mailboxes commonly referred to by the United States Postal Service as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes.

13.16 Mitigation of Dampness and Humidity. All Owners, whether or not occupying the Home, shall periodically run the air conditioning system to maintain the Home temperature, whether or not occupied, at 78°F, to minimize humidity in the Home. While the foregoing actions are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Declarant and any Builder do not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release, to the fullest extent allowed by law, any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Home (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Home to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Owner). GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, ALL BUILDERS, THE DISTRICT, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

13.17 Occupancy and Leasing.

13.17.1 Number of Occupants. The number of persons occupying any bedroom of a Home shall not exceed that which is permitted by applicable law. The term "bedroom" shall not include living rooms, kitchens, dining rooms, dens, family rooms, bathrooms and similar rooms. The Board shall consider and grant variances from this restriction in order to comply with the provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

13.17.2 Use Restrictions. Use and occupancy of the Homes is restricted to residential uses only, subject to Section 13.14 above. Homes shall not be utilized for any commercial purposes or uses (other than ancillary home office use in conformance with applicable law). This restriction shall not be construed in such a manner as to prohibit an Owner from maintaining his or her personal professional library, keeping his or her personal business or professional records or accounts or handling his or her personal, business or professional telephone calls, written or electronic correspondence in and from his or her Home. Homes shall at all times be used in a manner consistent and in accordance with the terms of the Declaration, applicable law and the requirements of governmental bodies, unless otherwise agreed to in writing by: (a) Declarant (in its sole and absolute discretion) during the period Declarant controls the Board of Directors, and (b) thereafter, the Board (in its sole and absolute discretion).

- 13.17.3 Leases. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 13.17.3. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association upon request. No Lease Agreement may be for a term of less than thirty (30) days. The Tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all rules and regulations and all policies adopted by the Association. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Tenants, members of the Tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.
- 13.18 Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children at all times in and about the Community. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors. The Board of Directors may adopt reasonable rules and regulations governing minors' use of the recreational facilities.
- 13.19 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. Each Lot and the Properties shall be used, enjoyed, held and occupied in such manner as not to cause or produce any of the following effects discernible outside any Home: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.
- 13.20 Paint. The exterior of Homes in the SFD Home Neighborhood shall be repainted within forty-five (45) days of notice by the ARC to the Owner of applicable Lot.
- 13.21 Pets. Each Home may house up to two (2) animals, in the aggregate, which may only be domestic cats and/or dogs; provided, however, that no cat or dog of a breed prohibited by County or any other ordinance shall be permitted. Further, each Home may house fish and/or two (2) domestic birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Owners. Pets shall not be allowed on or about the Common Area except on a leash of no longer than six feet (6') or when being carried by their owner. No rodents, reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Properties. Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered pets and are expressly prohibited, as are breeds of any kind of pet deemed aggressive from time to time by the Board. The breeding of animals is strictly prohibited within the Community. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other Owner or Occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other Owners or Occupants or in any way causes any damage to any portion of the Properties. Owners may provide in any Lease Agreement that Tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Home and pets permanently housed in a Home. The Board may elect to promulgate rules and regulations to enforce the same and other matters concerning pets. Each Owner who determines to keep a pet

hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Properties.

- 13.22 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Properties. Septic tanks are not permitted on any portion of the Properties, except for sales centers, models or construction offices of Declarant or as otherwise permitted by the ARC in conjunction with a temporary use.
- 13.23 Signs. No sign, poster, display or billboard of any kind shall be displayed to the public view on any Lot, outside walls of any Home, any fences on the Properties, any Common Areas, dedicated areas, or any vehicles within the Properties, except signs regardless of size used by the Declarant, and its affiliates or signs of Builders as authorized by Declarant or ARC (in locations and in accordance with applicable design standards). No sign of any kind which shall be visible outside the Home shall be permitted inside a Home or on a Lot, except as authorized by Declarant or ARC (in locations and in accordance with applicable design standards). So long as Declarant (or any of its affiliates) or any Builder owns any portion of the Community, Declarant may authorize Declarant, its affiliates, Declarant's Permittees or Builders to place signs on the Properties in connection with construction, sales, leasing, resales and other marketing activities.
- 13.24 Solicitation. No soliciting shall be allowed at any time within the Properties. Owners should notify the Association if a solicitor appears, and appropriate action may be taken by the Board.
- 13.25 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the Community or within any Home or Lot, except those which are required for normal household use or normal construction activities of Builders. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARC.
- 13.26 Storm Shutters. Subject to applicable law, storm shutters and other similar hurricane and windstorm protection shall only be permitted, upon the prior written approval of the ARC, in accordance with the Architectural Guidelines. Storm shutters and other similar hurricane and windstorm protection shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather, and shall be promptly removed, within three (3) days, following cessation of severe weather. Accordion style storm shutters are not permitted on the front façade of any home.
- 13.27 Swimming, Fishing and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any waterbodies within the Community.
- 13.28 Swimming Pools. No above-ground pools shall be permitted on any Lot. No in-ground swimming pools shall be permitted in any Townhome Lot. All in-ground pools, hot tubs, spas and appurtenances installed on any Lot shall require the prior written approval of the ARC or Declarant as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ARC; (iii) pool enclosures must be of a design, color and material approved by the ARC and shall be no higher than twelve feet (12') unless otherwise approved by the ARC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home

without express approval by the ARC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ARC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within the Properties or adjoining properties.

- 13.29 Temporary Structures. No structure of a temporary character, trailer, mobile home or recreational vehicle shall be permitted on any Lots within the Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant, its affiliates, Declarant's Permittees or Builders during construction.
- 13.30 Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of Improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the Streets or intersections of the Community.
- 13.31 Trees, Shrubs and Artificial Vegetation. No tree or shrub, the trunk of which exceeds six (6) inches in diameter, may be cut down, destroyed or removed from any Lot without the prior approval of the ARC. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the ARC.
- 13.32 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, Tenants, Guests, Occupants, or invitees on, over or from any Lot or Common Area, or the Facilities within Bridgeway, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable conditions and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots, Common Areas, or the Facilities. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot, Common Area, or the Facilities. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, Tenants, Guests or Occupants.
- 13.33 Utility Connections. Permanent building connections for all utilities installed after the date hereof, including but not limited to, water, electricity, gas, telecommunications and television, shall be run underground from the proper connecting points to the structure in such a manner to be acceptable to the County and applicable utility. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies.
- 13.34 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.
- 13.35 Wells and Drainage. No private water system or well shall be constructed or permitted on any portion of the Properties, either for personal use or for irrigation. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris

shall be placed in these areas. No person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and grants to the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of a Lot. Notwithstanding the foregoing, Declarant shall be permitted to install and maintain wells on the Properties as it determines from time to time (in which event such wells shall be deemed to be permitted once the property upon which the well is located is conveyed to a third party).

13.36 Exemption for Declarant. To enable the development of the Properties as a fully occupied residential community, neither the Association nor any Owner shall do anything to interfere with the activities of the Declarant or Builders. Without limiting the generality of the foregoing, nothing in the Association Documents shall be understood or construed to:

13.36.1 Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Properties, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development. (All models or sketches showing plans for future development of the Properties may be modified by the Declarant at any time and from time to time, without notice);

13.36.2 Prevent Declarant, its successors or assigns, or its contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for completing said development and establishing the Properties as a community and disposing of the same by sale, lease or otherwise;

13.36.3 Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, the business of developing, subdividing, grading and constructing Improvements in the Properties, or of disposing of Lots and/or Homes by sale, lease or otherwise;

13.36.4 Prevent Declarant, its successors or assigns, from determining in their sole discretion the nature of any type of Improvements to be initially constructed as part of the Properties, including Homes constructed by Builders;

13.36.5 Prevent Declarant, its successors or assigns or its or their contractors or subcontractors or Builders, as approved by Declarant, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any of the Properties owned by Declarant (its successors or assigns) or Builders and the sale, resale, lease or other marketing of Lots and/or Homes;

13.36.6 Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend the Declaration, or which add or withdraw additional property as otherwise provided in the Declaration; or

13.36.7 Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any Improvements located on the Common Areas.

In general, the Declarant shall be exempt from all restrictions set forth in the Declaration to the extent such restrictions interfere in any matter with Declarant's plans for construction, development, use, sale, leasing, resale or other disposition of the Properties, or any part thereof.

14. **SELLING AND MORTGAGING OF HOMES.** No Owner other than the Declarant or Builders may sell, give or otherwise transfer ownership of a Home unless he or she complies with the following provisions:

14.1 **Association Notice Required.** Except for sales by or to the Declarant, no Owner may sell, give or otherwise transfer ownership of a Home or any interest therein in any manner without prior written notice to the Association. Not later than fifteen (15) days before the transfer of ownership occurs, the Owner shall give the Association written notice of its intention to sell or transfer his or her interest in any fashion. The notice shall include the name and address of the seller or landlord, the name and address of the purchaser, the nature of the transaction, and the number of the Home being sold or transferred. Each new Owner receiving a conveyance from any party except the Declarant shall notify the Association promptly after becoming a new Owner by delivering a copy of the deed to the Home to the Association. The Association may require such other and further information as it deems reasonably necessary.

The transfer of ownership of a Lot does not occur when an Owner conveys the Lot to an affiliated entity, when beneficial ownership of the Lot does not change, or when an heir becomes the Owner of the Lot. "Affiliated entity" means an entity that controls, is controlled by, or is under common control with the Owner or that becomes a parent or successor entity by reason of transfer, merger, consolidation, public offering, reorganization, dissolution or sale of stock, or transfer of membership partnership interests. For a conveyance to be recognized as one made to an affiliated entity, the entity must furnish to the Association a document certifying that this Section applies and provide any organizational documents for the Owner and the affiliated entity which support the representations in the certificate, as requested by the Association.

For purposes of this Section, a change of ownership does occur when, with respect to an Owner that is a business entity, every person that owned an interest in the real property at the time of the enactment of the amendment or rule conveys their interest in the real property to an unaffiliated entity.

14.2 **Association Certificate Required.** Except for sales by or to the Declarant, no Owner may sell, give or otherwise transfer ownership of a Home or any interest therein in any manner, unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums have been paid, the Association shall deliver such certificate within fifteen (15) days following a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. An Owner shall be obligated to deliver the Association Documents to any grantee of such Owner.

14.3 **Unapproved Transactions.** Any purported sale or transfer of a Home in violation of this Article 14 shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void the conveyance.

14.4 Exceptions.

14.4.1 The provisions of Sections 14.1, 14.2 and 14.3 shall not apply with respect to any sale or conveyance of any Home by (i) a Builder, (ii) the Association, or (iii) an Institutional First Mortgagee (or its designee) acquiring title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure of its mortgage or in satisfaction of debt; provided, however, that each succeeding Owner shall be bound by, and its Home subject to, the provisions of Article 9.

14.4.2 The provisions of Sections 14.1 and 14.2 shall not apply with respect to any sale or conveyance of any Home by the Declarant.

14.5 Mortgage of Homes. Each Owner shall have the right to mortgage his or her Home without restriction.

15. **COMPLIANCE AND ENFORCEMENT.**

15.1 Compliance by Owners and Others. The Association, each Owner, and their respective Occupants, invitees, officers, employees, contractors, subcontractors and agents shall comply with the Association Documents. An Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any Occupants, invitees, officers, employees, contractors, subcontractors and agents, to the extent such expense is not met by the proceeds of insurance actually collected by the Association in connection with such negligence. In the event an Owner or Occupant fails to maintain a Home or cause such Home to be maintained, or an Owner, Occupant, invitee, officer, employee, contractor, subcontractor or agent fails to observe and perform all of the provisions of the Association Documents, or any other agreement, document or instrument affecting the Properties or administered by the Association, in the manner required, then the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, against an Owner, Tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD, to sue at law for damages, and to charge the Owner for the sums necessary to do whatever work is required to put the Owner or Home in compliance; provided, however, that nothing contained in this Article 15 shall authorize the Association to enter a Home to enforce compliance. In any proceeding arising because of an alleged failure of an Owner, Occupant, guest, invitee, contractor, employee or agent or the Association to comply with the requirements of the Association Documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (including appellate attorneys' fees). An Owner prevailing in an action with the Association, in addition to recovering its reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Owner for its share of Assessments levied by the Association to fund its expenses of the litigation.

15.2 Enforcement. Failure to comply with any of the Association Documents shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof.

15.3 Charges. In addition to all other remedies and to the maximum extent lawful, the Board of Directors shall have the right to impose a Charge on an Owner for failure of an Owner, or any of the other parties described in Section 15.1 to comply with the Declaration or with any rule or regulation, provided the procedures set forth in the Bylaws are followed. The imposition of a Charge shall not be construed to be exclusive and shall exist in addition to

all other rights and remedies to which the Association may be otherwise legally entitled; however, any Charge paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

- 15.4 South Florida Water Management District. SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

16. **ARCHITECTURAL REVIEW; GENERAL POWERS.**

The following provisions of this Article 16 are subject to those of Articles 13 and 17 hereof.

- 16.1 Members of ARC. The Architectural Review Committee of the Association, which is sometimes referred to in the Declaration as the "**ARC**", shall initially consist of three (3) members. The Declarant shall be entitled to appoint all members of the ARC for so long as Declarant (or any of its affiliates) owns any portion of the Community. Thereafter, each new member of the ARC shall be appointed by the Board of Directors and shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the ARC may be removed at any time without cause. The Board of Directors shall have the right to change the number of, appoint and remove all members of the ARC, except those initially appointed by Declarant and their replacements.

The members of the ARC shall not be compensated for their services as such, although they may be reimbursed for their reasonable out of pocket expenses incurred in connection with the performance of their duties under the Declaration. Such expenses shall be a Common Expense of the Association. The ARC may, with the approval of the Board of Directors as to amounts, require the payment of a nonrefundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to expenses of the ARC (including, without limitation, overhead, development, review, enforcement and other Association expenses reasonably allocable to the ARC) and fees for professional services and consultants. In addition, the Board of Directors may require, at its sole discretion that a structural engineer, architect, or other professional review proposed construction, with such review to be at the Owner's sole expense.

In addition to the power and duties set forth herein, the ARC shall have the right and duty to enforce such design and development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Properties by Declarant as Declarant may, in its sole discretion, elect to have it enforce (subject at all times to Declarant's right to modify or revoke such right and duty). Such election may be made by Declarant by means of deed restrictions, contract or by way of an exclusive or non-exclusive assignment of Declarant's rights to enforce same. Further, Declarant may provide for specific criteria and procedures to be used by the ARC in such regard (subject to later modification). Absent such provision the ARC shall proceed in the manner set forth in this Article.

- 16.2 Architectural Guidelines. Each Owner, and their respective contractors and employees, shall observe, and comply with, the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC. The Architectural Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously



constructed. Prior to Turnover, Declarant shall have the right to approve the Architectural Guidelines, which approval, may be granted in its sole discretion.

- 16.3 Review of Proposed Construction. No Home, fence, wall or other structure or Improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, paving or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained in the Properties, nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Home be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of Homes or other Improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the ARC. The ARC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval. No later than forty-five (45) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within such forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ARC.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

- 16.4 Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate a ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 16.10. In the absence of such designation, the vote of any two (2) members of the ARC shall constitute an act of the ARC.
- 16.5 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval.

- 16.6 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:
- 16.6.1 Upon the completion of any work for which approved plans are required under this Article, the applicant for such approval (the "**Applicant**") shall give written notice of completion to the ARC.
- 16.6.2 Within sixty (60) days thereafter, the ARC or its duly authorized representative may inspect such Improvement. If the ARC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.
- 16.6.3 If the Applicant fails to remedy such noncompliance within thirty (30) days from the date of notice, the ARC shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance. The Applicant shall reimburse the Association upon demand for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Association (to cover the Association's administrative expenses in connection with the foregoing and to discourage the Applicant from failing to comply). If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy Special Assessments against the Applicant and his or her Lot for reimbursement.
- 16.6.4 If for any reason the ARC fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of completion from the Applicant, the Improvement shall be deemed to have been made in accordance with the approved plans.
- 16.7 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Architectural Guidelines, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Guidelines on any other occasion.
- 16.8 Non-Liability of ARC Members. Neither the ARC nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARC's duties hereunder. The ARC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic considerations and benefit or detriment which would result to the immediate vicinity and to the Properties. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and some of the procedures set forth herein and, without limiting the generality of Section 2.65, may alter the procedures set forth herein as to any such designee.

16.9 Restrictions on Contractors, Workers. The Board of Directors shall have the right to adopt restrictions and conditions relating the terms on which construction, repairs, maintenance and replacement within a Home can be performed, including without limitation, the review and approval of plans, design, structural integrity, aesthetic appeal, construction details, lien protection, Association oversight, contractor's access, deliveries, and storage of materials and hours of construction and other matters relating to such work. The Association shall have the right to approve the contractor performing the work, to require that the work be performed only during certain specified hours or only on certain days so as to minimize the disruption and inconvenience to the other Owners, and to require that the contractor fulfill such bonding and insurance requirements as the Board may reasonably require. Any contractor, worker or other person who does not comply with the Association's regulations and requirements regarding construction in and about a Home shall be denied access to the Properties and shall not be permitted to perform further work at the Properties. The Owner shall further be responsible for any damage done to the Common Areas or other Lots or Homes by any contractor, worker or other person performing work in a Home and such damage shall be the subject of Special Assessments against the Owner by the Association.

16.10 Exemptions. Declarant, its affiliates and designees, and the District shall be exempt from the provisions hereof with respect to Improvements, alterations and additions and removals desired to be effected by any of them and shall not be obligated to submit plans and specifications to or obtain Association or ARC approval for any construction or changes which any of them may elect to make at any time. It is specifically contemplated that Declarant may, from time to time, exempt Builders or Owners from all or some of the provisions of this Article and all or some of the procedures set forth herein and, without limiting the generality of Section 2.65 hereof, may alter the procedures set forth herein as to any such exempted party. Without limiting the generality of the foregoing, Builders whose plans and specifications for Homes, landscaping and other Improvements to be installed on their Lots have been approved by Declarant are exempt from this Section 16 with respect to construction, consistent with such approved plans and specifications.

Notwithstanding any provision elsewhere in the Declaration to the contrary, the matters set forth in this Section and in any Supplemental Declaration relating to this Section executed by Declarant in connection with the sale of any Lot cannot be amended or modified without the written consent of the Owner of the particular Lot in question.

17. **ADDITIONAL RIGHTS OF THE DECLARANT AND BUILDERS.**

17.1 General. Notwithstanding any other provision in the Declaration to the contrary, the Declarant and each affiliate of the Declarant and Builders (as applicable) shall have, in addition to its other rights, the rights described below in paragraphs 17.1.1 through 17.1.8:

17.1.1 Effectuation of General Plan of Development. The right for Declarant to modify the Master Plan, execute all documents and take all actions affecting any portion of the Properties owned or controlled by it which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of the Community.

17.1.2 Platting. The right for Declarant to plat, re-plat, subdivide and re-subdivide any portion or portions of the Properties owned or controlled by it.

17.1.3 Development Planning. The right for Declarant to determine, in its sole discretion, the type of Improvements, if any, to be constructed on any portion

of the Properties owned or controlled by it and the Common Areas and the right to revise its plans concerning such Improvements.

- 17.1.4 Construction. The right to construct and maintain, on any portion of the Properties owned or controlled by it or the Common Areas, any Improvements it considers desirable; the right to construct walks, drives, ramps and parking facilities flush against and as a continuance of similar Improvements located on portions of the Properties not owned or controlled by it even if doing so entails an encroachment upon the latter property; and the right for Declarant and Builders to construct and maintain temporary sales offices, temporary construction offices, storage facilities and general business offices. The rights for Declarant and Builders shall include but not be limited to a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Areas during whatever period of time the Declarant, Declarant's Permittees or a Builder is engaged in any construction or improvement work on or within the Community as well as an easement for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work).
- 17.1.5 Marketing. The right for Declarant and Builders to sell, lease, resell, market, promote, operate, and manage existing and planned Homes (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain marketing, sales and leasing offices and models and to be open for business seven (7) days per week on any portion of the Properties owned or controlled by it and the Common Areas, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Areas), and to place signs, lighting, flags, banners and other promotional devices on any portion or portions of the Properties owned or controlled by it or the Common Areas without regard to the size or aesthetic appeal of such signs or devices provided that all Builder signs shall be subject to Declarant's approval, which shall not be unreasonably withheld.
- 17.1.6 Alteration of Common Areas. The right of Declarant, without the vote or consent of the Association or Owners, to expand, alter or add to all or any part of the Common Areas or any Improvements thereon.
- 17.1.7 Assignment. Without limiting the generality of Section 2.65 hereof, the right of Declarant to assign the foregoing rights, in whole or in part, to any one or more Declarants or Declarant's assignees.
- 17.1.8 Use of Common Areas. Anything to the contrary in the Declaration notwithstanding, as long as the Declarant or any of its affiliates or any Builder owns any property in the Community, the Declarant and the Declarant's Permittees and Builders shall have the right to non-exclusive use of the Common Areas, without charge, for sales, promotions, special events, signage, display, access, ingress, egress, construction and exhibit purposes during the period of construction, development and sale of any of the land or Homes owned by Declarant and its affiliates and Builders within the Community. Further, the Declarant and Builders shall have the right to permit persons other than Owners, their Occupants to use certain portions of the Common Areas under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Association. Without limiting the generality of the foregoing, the Declarant may grant

employees of the Declarant and Builders and their families the right to use all Common Areas.

- 17.2 Declarant's and Builder's Use. The Declarant, its successors and assigns, and Builders shall be permitted to use Homes which either Declarant or Builder owns, leases or manages for any activities relating to the marketing, selling, purchasing, reselling, renting or promoting those Homes as well as for models, sales offices or offices for management or services, construction or any other lawful purpose, or for overnight accommodations by its designees.
- 17.3 Easement. There is hereby created and reserved a blanket easement for the Declarant and each affiliate of the Declarant and Builders to enable each of them and (to the extent authorized in writing by Declarant) the Declarant's Permittees or Builders to exercise the rights set forth in the Association Documents free of any interference by the Association or by any Owner.
- 17.4 Injunctive Relief for Interference. The Declarant, Builders, and each affiliate or assignee of the Declarant shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law it or they might be entitled to.

18. **SURFACE WATER MANAGEMENT SYSTEM.**

- 18.1 Surface Water Management System. The District shall be responsible for maintenance of SWMS within the Properties, except to the extent dedicated to the County by the Plat. The SWMS within the Properties, excluding those areas dedicated to the County by the Plat, will be the responsibility of the District, whose agents, employees, contractors and subcontractors may enter any portion of SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore proper water management.
- 18.2 Maintenance. The District shall maintain, operate, repair and replace SWMS in order to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the SFWMD or required by the Permit and any such costs incurred by the District in connection with such maintenances shall be part of the District Maintenance Special Assessments.
- 18.2.1 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit or Plat, unless prior approval is received from the SFWMD. Each Owner at the time of the construction of a building, residence or structure shall comply with the construction plans for the SWMS approved and on file with the Association or the District. SFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the District to compel it to correct any outstanding problems with the SWMS.
- 18.2.2 No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Properties a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from

SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SFWMD in the Permit may be conducted without specific written approval from SFWMD.

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

18.3 Amendments. Any amendment to the Declaration that would alter the SWMS or any water management areas in the Properties must have the prior approval of the SFWMD. Any such proposed amendments must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification to the SFWMD Permit. Any such proposed amendments must be submitted to SFWMD for a determination of whether the amendment necessitates a modification to the Permit for the SWMS. An amendment affecting the SWMS may not be finalized until any necessary permit modification is approved by SFWMD or SFWMD notifies the District that a modification is not necessary.

18.4 Lake Slopes. The yard of some Lots may contain lake slopes. Owners shall maintain those portions of the lake slopes located on their Lot and Association shall maintain such portions of the lake slopes contained in the Common Areas, as part of the Common Expense. Association shall have the right to inspect such lake slopes and banks to insure that each Owner has complied with its obligations hereunder. Each Owner hereby grants Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this Section shall be deemed a separate and independent violation of this Declaration.

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

19. **ADDITIONAL RIGHTS OF ELIGIBLE MORTGAGEES.**

19.1 Books and Records. Any Eligible Mortgagee shall have the right, during normal business hours, to examine copies of the Association Documents, and the books and records of the Association.

19.2 Notice to Eligible Mortgagees. Eligible Mortgagees shall be entitled to timely written notice of:

19.2.1 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

19.2.2 Association's meetings and attend such meetings;

- 19.2.3 Any alleged default by any Owner whose Lot is subject to a First Mortgage it holds or has insured or guaranteed, if the default is not cured within sixty (60) days after notice of the default to the Owner;
  - 19.2.4 Receive notice of any condemnation or casualty loss which affects a major portion of the Common Areas;
  - 19.2.5 Receive a copy of, within reasonable time after it requests it, financial statement of the Association for the immediately preceding fiscal year; and
  - 19.2.6 Any proposed action by the Association which would require hereunder the consent or approval of a specified percentage of Eligible Mortgagees.
- 19.3 Approval of Eligible Mortgagees. After Turnover, unless at least a majority of the Eligible Mortgagees based on the original principal amount of their First Mortgages encumbering Homes have given their prior written approval, the Association shall not:
- 19.3.1 By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements or relocation of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this subsection.
  - 19.3.2 Change the method of determining the Assessments or other Charges which may be levied against a Home;
  - 19.3.3 Fail to maintain casualty insurance on insurable improvements on the Common Areas on a current replacement cost basis in an amount not less than one hundred (100%) percent of the full insurable replacement value; or
  - 19.3.4 Use the proceeds of any casualty insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged Improvements.
- 19.4 Payment of Taxes and Insurance Premiums. Eligible Mortgagees, jointly or singularly, may pay taxes or other charges which are in default and which have or may become a charge or lien against the Common Areas and may pay delinquent premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy covering Common Areas. The Eligible Mortgagees making such payments shall be owed immediate reimbursement therefor by the Association.
20. **AMENDMENTS TO DECLARATION.** The Declaration, Articles and Bylaws shall be amended as follows:
- 20.1 By the Declarant. Prior to Turnover, the Declaration, Articles and Bylaws may be amended by the Declarant alone without the consent or joinder of any other Owner or the Association; provided, however, the Association shall, forthwith upon request of the Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Declarant shall, from time to time, request. Nothing in the Association Documents shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee after Turnover.

- 20.2 By the Association. After Turnover, the Declaration, the Articles and Bylaws may be amended, changed or added to at any time and from time to time by the affirmative vote or written consent of the Class A Members (through their respective Voting Members) having not less than two-thirds of the Voting Interests of Class A Members.
- 20.3 Scrivener's Errors. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Declarant alone so long as the Declarant owns any portion of the Community, and thereafter by the Board and without the need for approval of the Owners.
- 20.4 Limitations on Amendments Affecting Declarant or Builder Rights. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant or Builder without the prior written consent of the Declarant or all Builders, as applicable.
- 20.5 Amendments Required by Secondary Mortgage Market. Notwithstanding anything herein to the contrary, the Declarant shall have an absolute right to make any amendments to the Declaration (without any other party's consent or joinder including without limitation the Association or any Owners), Articles and Bylaws that are requested or required by the Federal National Mortgage Association ("**Fannie Mae**"), Federal Home Loan Mortgage Corporation ("**Freddie Mac**"), U.S. Department of Housing and Urban Development ("**HUD**") and U.S. Department of Veterans Affairs ("**VA**"), the Government National Mortgage Association, or any other governmental, quasi-governmental or government-chartered entity which owns or expects to own one or more Mortgages on Lots or portions of the Properties or insures or guarantees or expects to insure or guarantee the payment of one or more such Mortgages or that are requested or required by any institutional First Mortgagee to enhance the salability of its Mortgages on Lots or portions of the Properties to one or more of the foregoing.
- 20.6 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect the priority of a Mortgagee's lien or a Mortgagee's rights to foreclose its lien or make any materially adverse change in the provisions of the Declaration requiring property and liability insurance for the Common Areas unless a majority of the Eligible Mortgagees whose Mortgages encumber Homes (based on the original principal amount of their First Mortgages) shall join in the amendment. Except as specifically provided herein, the consent and/or joinder of any Mortgagee shall not be required for the adoption of any amendment to the Declaration and, whenever the consent or joinder of a Mortgagee is required, such consent or joinder shall not be unreasonably withheld or delayed.

Whenever the consent or approval of an Eligible Mortgagee or other Mortgagee is required by the Association Documents or any applicable statute or law to any action of the Association or to any other matter relating to the Properties, the Association, the Board, or the Association Documents, the Association shall request such consent or approval of such Eligible Mortgagee or other Mortgagee by written request sent by certified mail, return receipt requested. Any Eligible Mortgagee or other Mortgagee receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested in writing within sixty (60) days after the Eligible Mortgagee or other Mortgagee receives such request. The response of the Eligible Mortgagee or other Mortgagee must be sent by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association) and the response must be received by the Association. If such response is not timely received by the Association, the Eligible Mortgagee or other Mortgagee shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an



affidavit signed by the President, Vice President or a majority of the Directors of the Association, which affidavit, where necessary, may be recorded in the Public Records. Such affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained.

20.7 **Effective Date.** Any amendment, other than an amendment made by the Declarant alone pursuant to the Declaration, shall be evidenced by a certificate of the Association, executed either by the President or Vice President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the executed of a deed. Amendments to the Association Documents are valid from the later of the time of recording in the Public Records or such later date specified in the amendment. Within thirty (30) days after recording an amendment to the Association Documents, the Association shall provide copies of the amendment to the Owners. However, if a copy of the proposed amendment is provided to the Owners before they voted on the amendment and the proposed amendment did not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Owners that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the Owners upon written request to the association. The copies and notice described in this Section may be provided electronically to those Owners who previously consented to receive notice electronically.

21. **INSURANCE AND CONDEMNATION; CASUALTY TO COMMON AREAS.** The Association shall purchase and maintain the following insurance coverage subject to the following provisions, and the cost of the premiums therefor shall be a part of the Common Expenses:

21.1 **Casualty Insurance.** Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Properties, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the properties in developments similar to Bridgeway in construction, location, and use.

21.2 **Public Liability Insurance.** The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board and officers, from liability in connection with the Common Areas and Association Property, the premiums for which shall be Common Expenses and included in the Assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate.

21.3 **Fidelity Coverage.** Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

- 21.4 Director's Coverage. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.
- 21.5 Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and, in such coverage, amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Areas and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion.
- 21.6 Service Area Insurance. The Board may authorize, if so specified in a Supplemental Declaration applicable to any Service Area, the Association to obtain and maintain property insurance on insurable improvements within such Service Area which insurance shall comply with the requirements of this Article 21 and liability insurance in such amount as the Board determines appropriate. Premiums for insurance on Homes within a Service Area may be included in the Service Area Expenses of the Service Area in which such Homes are located, unless the Board determines that other treatment of the premiums is more appropriate.
- 21.7 Flood Insurance. If determined appropriate by the Board or if required by an Institutional First Mortgagee, a master or blanket policy of flood insurance covering the Common Areas, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.
- 21.8 Condemnation. In the event the Association receives any award or payment arising from the taking of any property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two thirds (2/3) of the Voting Interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and Eligible Mortgagees as their respective interests may appear.
- 21.9 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board of Directors, the Owners, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.
- 21.10 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.
- 21.10.1 Nature of Reconstruction. Any reconstruction of improvements hereunder shall conform to the then current governmental regulation(s).
- 21.10.2 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Common Expenses.

- 21.10.3 Declarant has No Liability. Notwithstanding anything to the contrary in this Article 21, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.
- 21.10.4 Additional Insured. Prior to Turnover, Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

22. **EFFECT AND DURATION OF COVENANTS.**

The Declaration shall run with, bind, benefit and burden all of the Properties, and shall run with, bind, and be enforceable by and against the Declarant, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, for a term of thirty (30) years from the date this Declaration is recorded. After that time they shall be automatically extended for successive periods of ten (10) years each unless an instrument has been recorded in which seventy percent (70%) of the then Owners and majority of the Eligible Mortgagees (determined on the basis of the number of Lots encumbered) agree by signing it to revoke the Declaration in whole or in part.

23. **SECURITY.**

NEITHER DECLARANT, NOR BUILDERS, NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PROPERTIES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. NEITHER THE ASSOCIATION, NOR BUILDERS, NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, NOR BUILDERS, NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES TAKEN, IF ANY. ALL OWNERS, TENANTS, GUESTS AND OCCUPANTS OF ANY HOME AND ANY INVITEES OF ANY OF THE FOREGOING, AS APPLICABLE, ACKNOWLEDGE THAT ANY FIRE PROTECTION SYSTEM, ALARM SYSTEM, OR OTHER SECURITY SYSTEM, IF ANY, MAY BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION, ALARM SYSTEMS OR OTHER SECURITY SYSTEMS MAY NOT PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, ROBBERY, HOLD-UP OR OTHERWISE, THAT FIRE PROTECTION OR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS MAY NOT IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER, TENANT, GUEST OR OCCUPANT OF ANY HOME AND ANY INVITEE OF ANY OF THE FOREGOING, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, OR ANY BUILDER, OR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST OR OCCUPANT OF ANY HOME AND ANY INVITEE OF ANY OF THE FOREGOING, AS APPLICABLE, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, BUILDERS, AND DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR OCCUPANT OF ANY HOME AND ANY INVITEE OF ANY OF THE FOREGOING, AS APPLICABLE, RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

24. **GENERAL PROVISIONS.**

24.1 **Exculpation.** No personal liability is assumed by nor shall at any time be asserted or enforceable against the Declarant on account of any representation, covenant, undertaking or agreement of the Declarant contained in the Declaration either expressed or implied. All such personal liability, if any, is expressly waived and released by the Association, the Owners and by all persons claiming by, through or under the Owners.

24.2 **Notice.** Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. It shall be the duty of each Owner to keep the Association advised of his or her name and addresses and any changes therein.

24.3 **Enforcement.** Enforcement of the Association Documents shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant in the Association Documents, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants. The Association, the Declarant, the ARC, or any Owner shall have the power to enforce the Association Documents and to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Association Documents and to enforce, by mandatory injunctions or otherwise, all of the provisions of the Association Documents. Failure of the Association, the Declarant, the ARC, or any Owner to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter. The Declaration does not impose upon the Board a duty to initiate, defend, settle or intervene in mediation, arbitration, judicial or administrative proceedings on behalf of the Association in matters pertaining to the application or enforcement of the Association Documents. The Association shall, however, have the duty to consider how failure to initiate proceedings may impact future enforcement actions in light of defenses to enforcement that arise unless enforcement is consistent and uniform.

The Association shall have the power (but not necessarily the duty) to initiate, defend, settle or intervene in mediation, arbitration, judicial or administrative proceedings on behalf of the Association in matters pertaining to (.1) the application or enforcement of the Association Documents, (.2) damage to the Common Areas, and (.3) Association contracts, (4) other matters permitted by law, and (.5) damage to any portion of the Properties which arise out of, or is integrally related to, damage to the Common Areas, provided that any recovery by the Association with respect to any damage to or defect in the Common Areas shall be utilized for the purpose of correcting such Common Areas damage or defect. This Section 24.3 shall be subject to the provisions set forth in Article 25 of this Declaration.

24.4 **Severability.** Invalidation of any part, clause or word of the Association Documents, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

24.5 **Performance of Association's Duties by Declarant.** Declarant shall have the right from time to time at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Association. In connection therewith Declarant shall have the right to reduce the budget of the Association and the Assessments payable by the Owners; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

- 24.6 Conflict. The Declaration shall take precedence over conflicting provisions in the Articles and Bylaws of the Association and the Articles shall take precedence over the Bylaws.
- 24.7 Effective Date. The Declaration shall become effective upon its recordation in the Public Records.
- 24.8 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever the Association Documents shall require the consent, approval or other action by the Declarant or its affiliates, Association or ARC, such consent, approval or action may be withheld held in the sole and unfettered discretion of the party requested to give such consent or approval or take such action. All matters required to be completed or substantially completed by the Declarant or its affiliates, Association or ARC shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant, Association or ARC, as appropriate. As to matters relating to the Common Areas or the Association, the Association Documents shall be interpreted by the Board of Directors and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.
- 24.9 Easements. If any easement provided for in the Declaration fails because at the time of creation there may be no grantee having the capacity to take and hold such easement, then any such grant of easement shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original parties to whom the easements were originally to have been granted the benefit of such easement. The Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein.
- 24.10 CPI. Whenever a specific dollar amount is recited in Association Documents, unless limited by law or by the specific text hereof or unless held to be unconscionable, such amounts may be increased from time to time by the Board in its sole discretion by application of a nationally recognized consumer price index using the date of recordation of this Declaration as the base year. The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982-84 = 100, all items". If the Bureau of Labor Statistics shall change the method for determining the consumer price index or in the event the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, then the Board shall choose a reasonable alternative to compute such increases.
- 24.11 Waiver of Jury Trial. No Owner, Declarant, Declarant's Permittee, Builder, Occupant or any other person bound by the Declaration nor any successor, heir or personal representative of such party, or any such other person or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of the Association Documents. No Owner, Declarant, Declarant's Permittee, Builder, Occupant or any other person bound by the Declaration will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot or has not been waived.
- 24.12 Attorneys' Fees; Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of the Association Documents, including without limitation, because of any Assessments, Charges, fines, or any alleged dispute, breach, default or misrepresentation in connection with any provisions of the Association Documents, the successful or

prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

24.13 CONSTRUCTION AND OTHER ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DECLARANT, BUILDER, OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT, BUILDERS, AND THE OTHER AFORESAID PARTIES WILL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO SELL, CONVEY, LEASE OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE COMMUNITY.

24.14 COVENANTS RUNNING WITH THE LAND. IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THE COVENANTS IN THE ASSOCIATION DOCUMENTS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 24.4 HEREOF, IF ANY PROVISION OR APPLICATION OF THE COVENANTS IN THE ASSOCIATION DOCUMENTS WOULD PREVENT THE COVENANTS FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THE COVENANTS IN THE ASSOCIATION DOCUMENTS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THE OTHER COVENANTS IN THE ASSOCIATION DOCUMENTS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

24.15 Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, BUILDERS, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL

IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY OR CONTRACTED FOR WITH AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSON SHALL BE PERMITTED TO DISTURB OR HARM ANY WILDLIFE RESIDING WITHIN THE COMMUNITY.

- 24.16 View Impairment. Neither the Declarant, nor any Builder, or the Association guarantees or represents that any view over or across any body of water or the Properties to and from the Common Areas, Lots, or Homes shall be preserved without impairment. Neither the Association nor the Owners of such property shall have an obligation to thin trees or other landscaping. The Board has the right, in its sole and absolute discretion, to add or withdraw trees and other landscaping and other improvements or changes to the Common Areas from time to time. Any such changes or additions may diminish, obstruct or impair any view from the Lots, or Homes, and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

25. **RESOLUTION OF DISPUTES.**

- 25.1 By acceptance of a deed to a Lot and Home, each Owner specifically agrees that the purchase of a Lot and Home involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or the Community, or any dealings between the Owner and the Declarant; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Declarant or Declarant's representative; (3) relating to personal injury or property damage alleged to have been sustained by Owner, Owner's children or other Occupants of the Lot and Home or in the Community; or (4) issues of formation, validity or enforceability of this Article 25. Owner agrees to the foregoing on behalf of his or her children and other Occupants of the Lot and Home with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.
- 25.2 Any and all mediations commenced by any Owner or Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by

photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

- 25.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
- 25.4 The waiver or invalidity of any portion of this Article 25 shall not affect the validity or enforceability of the remaining portions of Article 25. Owner and Declarant further agree (1) that any Dispute involving Declarant's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Declarant may, at its sole election, include Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein. Notwithstanding the foregoing and notwithstanding anything contained in this Article 25 to the contrary, unless all parties to any Dispute otherwise agree in writing, the following shall not be deemed to be a Dispute subject to mandatory arbitration set forth in Section 25.3 above: (a) any proceeding by the Association against any Bound Party to enforce the provisions of Article 9 of the Declaration, including without limitation any action to collect Assessments or enforce the Association's lien; (b) any proceeding by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent equitable relief) and such other ancillary relief as the court may deem necessary as described in Section 25.10 below and elsewhere in this Declaration; (c) any proceeding between or among Owners, which does not include the Declarant or the Association as a party, if such proceeding asserts a claim which would constitute a cause of action independent of the Association Documents; or (d) any proceeding in which no Bound Party is an indispensable party. For the purposes of this Section 25.4, a "**Bound Party**" means and refers to the Declarant, its officers, directors, members, managers, employees and agents, the Association, its officers, directors and committee members, managers, employees and agents, and any other person or entity not otherwise subject to this Declaration who agrees to submit to this Article 25.
- 25.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot and Home, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to the Lot and Home, Owner further agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.



- 25.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.
- 25.7 A Owner may obtain additional information concerning the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org) or by writing the AAA at 335 Madison Avenue, New York, New York 10017.
- 25.8 Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:
- 25.8.1 Notwithstanding the requirements of arbitration stated in Section 25.2, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.
- 25.8.2 Any mediator and associated administrative fees incurred shall be shared equally by the Declarant and an Owner; however, the Declarant and Owner each agree to pay for their own attorneys' fees and costs.
- 25.9 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.
- 25.10 Notwithstanding the foregoing, if either Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.
- 25.11 THE DECLARANT AND EACH OWNER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 25.4 ABOVE.

25.12 THESE COVENANTS AND RESTRICTIONS REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THIS DECLARATION AND ARE MADE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT OWNERS AND THEIR SUCCESSORS AND ASSIGNS.

25.13 Notwithstanding the Declarant's and Owner's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Article 25, then the Declarant and Owner agree to the following provisions: THE DECLARANT AND EACH OWNER ACKNOWLEDGE THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. THE DECLARANT AND EACH OWNER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

26. **DISCLOSURES REGARDING SURROUNDING AREA.**

26.1 BRIDGEWALK IS LOCATED IN CLOSE PROXIMITY TO, AMONG OTHER THINGS, THE POTENTIAL SMOKE DISPERSION CORRIDOR OF A PROTECTED NATURAL FOREST COMMUNITY, THE SPLIT OAK FOREST WILDLIFE AND ENVIRONMENTAL AREA AND MITIGATION PARK. CONSEQUENTLY, THE PROPERTY MAY BE AFFECTED BY THE PERIODIC SMOKE EVENTS FROM THE PRESCRIBED BURNS OR UNEXPECTED WILDFIRES.

26.2 BRIDGEWALK IS LOCATED IN CLOSE PROXIMITY TO, AMONG OTHER THINGS, HIGHWAY 27. U.S. HIGHWAY 27 CAN AND WILL EMIT, AMONG OTHER THINGS, UNPLEASANT NOISES, AIR POLLUTION, DUST AND/OR DEBRIS WHICH COULD POTENTIALLY RESULT IN, AMONG OTHER THINGS, INCONVENIENCES, INTERRUPTIONS IN USE OR ENJOYMENT OF PROPERTY OR COMMON AREAS, NEITHER DECLARANT NOR ASSOCIATION WILL BE RESPONSIBLE FOR, AMONG OTHER THINGS, ANY EMISSIONS OR NUISANCES OR OTHER ISSUES WHATSOEVER WHICH MIGHT RESULT FROM THE SAME. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, TRUST, LEASEHOLD, LICENSE OR OTHER INTEREST, EACH OWNER, OCCUPANT, TENANT AND USER OF ANY PORTION OF BRIDGEWALK AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES THAT U.S. HIGHWAY 27 SHALL NOT BE DEEMED A NUISANCE OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) DECLARANT, BUILDERS AND ASSOCIATION SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS OR ANY OTHER ISSUES ARISING FROM OR RELATING IN ANY WAY TO U.S. HIGHWAY 27 AND (iii) ANY PURCHASE OR USE OF ANY PORTION OF BRIDGEWALK HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING. ADDITIONALLY, EACH OWNER ACKNOWLEDGES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT, BUILDERS, AND ASSOCIATION IN CONNECTION WITH ANY AND ALL CLAIMS AND/OR ACTIONS WHICH SUCH OWNERS OR OCCUPANTS OR THEIR RESPECTIVE GUESTS, INVITEES, EMPLOYEES, AGENTS OR OTHER PERSONS MAY HAVE WHICH MAY RELATE IN ANY WAY DIRECTLY OR INDIRECTLY TO U.S. HIGHWAY 27 WHICH IS IN CLOSE PROXIMITY TO BRIDGEWALK.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]



**JOINDER**

**BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, BRIDGEWALK HOMEOWNERS ASSOCIATION, INC., has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 11<sup>th</sup> day of August, 2022.

Witnessed by:

**BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation

[Signature]  
Name: S. PAURAZ CHAMSAZ  
[Signature]  
Name: Carrie Mitchell

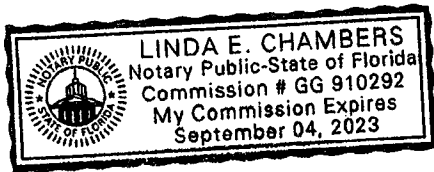
By: [Signature]  
Name: Michelle Barr  
Title: President

STATE OF FLORIDA            )  
  )  
COUNTY OF ORANGE        )

The foregoing instrument was sworn to, subscribed and acknowledged before me this 11<sup>th</sup> day of August, 2022 by Michelle Barr, as President of **BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation on behalf of the corporation. She appeared before me by means of:  online notarization, or  physical presence and is  personally known to me, or  has produced \_\_\_\_\_ as identification.

[Signature]

(Signature of Notary Public)  
Print Name: LINDA E. CHAMBERS  
Notary Public, State of Florida  
Commission No.: 910292  
My Commission Expires: 9-4-23



**LIST OF EXHIBITS**

<b><u>Exhibit A</u></b>	Legal Description of Properties
<b><u>Exhibit B</u></b>	Articles of Incorporation of Association
<b><u>Exhibit C</u></b>	Bylaws of Association
<b><u>Exhibit D</u></b>	Copy of SFWMD Permit

**Exhibit A**

**Legal Description of the Properties**

All of the real property legally described on the plat of BRIDGEWALK PHASE 1A, according to the Plat thereof recorded in Plat Book 30, Pages 50 through 56, of the Public Records of Osceola County, Florida.

**Exhibit B**

**Articles of Incorporation of Association**



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BRIDGEWALK HOMEOWNERS ASSOCIATION INC., a Florida corporation, filed on September 14, 2020, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H20000318515. 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 N20000010438.

Authentication Code: 120A00017533-091520-N20000010438-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifteenth day of September, 2020



*Ramona R. ...*  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.,  
A FLORIDA NOT FOR PROFIT CORPORATION**

**ARTICLE I  
NAME**

The name of this corporation shall be Bridgewalk Homeowners Association, Inc., a Florida not for profit corporation (the "Association").

**ARTICLE II  
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation ("Articles") with the State of Florida Department of State. The Association shall have perpetual existence. 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 transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the District prior to such termination, dissolution or liquidation.

**ARTICLE III  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in the "Governing Documents" (as that term is defined in that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Bridgewalk, as same may from time to time be amended or supplemented (the "Declaration"), to be recorded in the Public Records of Osceola County, Florida). Capitalized terms used above or herein without definition shall have the same meanings given or ascribed to such terms in the Governing Documents. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, Florida Not For Profit Corporation Act (the "Act"), subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Association pursuant to the Governing Documents and/or the Act, including, but in no way limited to: (i) ownership, operation, management, administration, maintenance, repair, replacement, and insurance of the Common Areas; (ii) the levy and collection of Assessments; and (iii) to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association as specified in the Governing Documents and/or under the Act. The Association shall operate, maintain and manage the Stormwater Management System in a manner consistent with District Permit Number 130930-10, and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments 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.

**ARTICLE IV**  
**PRINCIPAL OFFICE**

The street address of the initial principal office and mailing address of the Association 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

**ARTICLE V**  
**REGISTERED OFFICE AND AGENT**

CT Corporation System, whose address is 1200 S. Pine Island Drive, Plantation, Florida 33324, is hereby appointed the registered agent of the Association and the registered office shall be at said address.

**ARTICLE VI**  
**MEMBERSHIP**

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests, and limitations granted pursuant to the Governing Documents, any Rules and Regulations, and the Act.

**ARTICLE VII**  
**VOTING RIGHTS**

A Member's right to vote in Association matters shall vest as set forth in the Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the terms, conditions, restrictions, and limitations provided in the Governing Documents.

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by the Board, who shall be appointed or elected pursuant to the provisions of the Bylaws. The number of Directors constituting the initial Board shall be three (3). The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors as provided in the Bylaws are:

<u>Name:</u>	<u>Address:</u>
Michelle Barr	6750 Forum Drive, Suite 310, Orlando, Florida 32821
Valerie D'Ambrosio	6750 Forum Drive, Suite 310, Orlando, Florida 32821
Lane Register	6750 Forum Drive, Suite 310, Orlando, Florida 32821

**ARTICLE IX**  
**AMENDMENT**

These Articles may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

**ARTICLE X**  
**BYLAWS**

The initial Bylaws shall be adopted by the Board and may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented, and modified.

**ARTICLE XI**  
**INCORPORATOR**

The name and address of the Incorporator of the Association is:

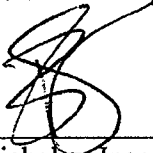
Name:

Address:

Brock Nicholas

6750 Forum Drive, Suite 310, Orlando, Florida 32821

21st **IN WITNESS WHEREOF**, the undersigned Incorporator has signed these Articles this day of July, 2020.



\_\_\_\_\_  
Brock Nicholas, Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT  
FOR SERVICE OF PROCESS**

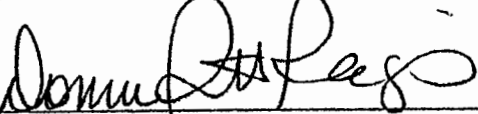
Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent for Service of Process ("Certificate") in designation of the registered office and registered agent in the State of Florida.

Bridgewalk Homeowners Association, Inc., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 1200 S. Pine Island Drive, Plantation, Florida 33324, has named CT Corporation System, located at the above-registered office, as its registered agent to accept service of process within the State of Florida.

**ACKNOWLEDGMENT:**

Having been named as registered agent for the above-stated Corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as registered agent for the above-stated corporation, and agree to comply with the provisions of all laws applicable to the performance of such office.

CT CORPORATION SYSTEM

By: 

Print Name: Donna Peterson-Riggs

Title: Assist. Secretary

Dated: Sept 10, 2020.

**Exhibit C**  
**Bylaws of Association**

MIADOCS 23781269 4 40006.0141

**BYLAWS**  
**OF**  
**BRIDGEWALK HOMEOWNERS ASSOCIATION, INC.,**

**ADOPTED BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF THE CORPORATION EFFECTIVE JULY 21, 2020.**

ARTICLE I

IDENTITY AND LOCATION

These are the Bylaws of Bridgewalk Homeowners Association, Inc., a corporation not for profit organized and existing under Chapter 617, Florida Statutes, (the "Association") for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions, Easements and Restrictions for Bridgewalk (the "Declaration"). The principal office of the Association shall be located at 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

ARTICLE II

GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Definitions. All capitalized terms used herein without definition shall have the meaning given such term in the Declaration or the Articles of Incorporation of the Association as filed with the State of Florida Department of State.

ARTICLE III

ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including but not limited to the Surface Water Management System and any personal property owned by the Association;

53764315;1

- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property.

**Section 2. Records of the Association.** The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these Bylaws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors;
- (g) All of the Association's insurance policies or copies thereof;
- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (i) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charge, the date and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

**Section 3. Inspection of Records.** The official records of the Association shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days



after receipt of written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the community.

#### ARTICLE IV

##### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association shall be held within one 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. 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. Business transacted at the annual meeting shall include the election of Directors of the Association.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of Members entitled to vote fifty percent (50%) of all votes in the Association prior to turnover.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature thereof.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

Section 6. Electronic Voting. Notwithstanding anything contained herein to the contrary, pursuant to and consistent with Section 720.317 of the Florida Statutes, electronic voting is permitted as to any matter that requires a vote of the Members.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) members and must be an odd number. Initially the Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant and, subject to the Declaration, thereafter the members of the Board shall be determined as set forth in Article VI herein.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members. Any nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. Any nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. Any nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members.

Section 2. Election. At the election of the Board of Directors, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

ARTICLE VII

POWERS AND DUTIES OF THE  
BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. Subject to the provisions of the Declaration, the Board of Directors shall have power:

- (a) to call special meetings of the Board;

- (b) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V above;
- (g) to appoint committees and delegate all or any portion of the powers of the Board of Directors to such committees, subject to the limitations on the authority of such committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

**Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors:**

- (a) to 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 at least one-fourth (1/4) of the Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  1. fix the amount of the annual assessment against each Lot;
  2. send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
  3. foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
- (d) 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 as against third parties relying thereon;

- (e) procure and maintain adequate liability, hazard and other insurance on any Common Property;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;
- (g) cause the Common Property, Areas of Common Responsibility, and the Surface Water Management System for the Property, to be maintained;
- (h) to prepare the annual budget in accordance with the Declaration;
- (i) to prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association;
- (j) to send written notice of each assessment to each Owner as provided in the Declaration; and
- (k) to take any and all actions pursuant to the Governing Documents as may be necessary for the purposes of the Association.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

## ARTICLE VIII

### DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 4. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 5. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 6. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. 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. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

## ARTICLE IX

### OFFICERS

Section 1. Association officers. The officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors. However, each officer must be a Member of the Association.

Section 2. Election of officers. All officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such

authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.

(c) Secretary. 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. 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; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; 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.

## ARTICLE X

### LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these Bylaws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees,

agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

#### ARTICLE XI

#### INSURANCE

The Board of Directors or its duly authorized agent shall obtain insurance as described in the Declaration.

#### ARTICLE XII

#### AMENDMENTS

These Bylaws may be changed, amended or modified at any time and from time to time, by the Members, the Board, or the Declarant, in the same manner as the Members, the Board, or Declarant may change, amend or modify the Declaration, as set forth in the Declaration.

#### ARTICLE XIII

#### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XIV

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XV

#### ASSESSMENTS

Pursuant to the Declaration, each Member is obligated to pay to the Association assessments, including, without limitation, annual, special and individual assessments which are secured by a lien upon the property against which the assessment is made.

ARTICLE XVI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Bridgewalk Homeowners Association, Inc., a Florida not for profit corporation", and the year of incorporation in the center of that circle.

ARTICLE XVII

GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these Bylaws which are not contained in the Declaration, shall operate as the Bylaws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these Bylaws, the Declaration shall control.

Section 2. Waiver. No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with Roberts Rules of Orders (latest edition) when not in conflict with the Act, the Governing Documents, or Rules and Regulations.

Section 7. Fiscal Year. The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.



These Bylaws duly adopted by the Board on this 21<sup>st</sup> day of July, 2020.

**BOARD:**

  
\_\_\_\_\_  
MICHELLE BARR

  
\_\_\_\_\_  
VALERIE D'AMBROSIO

  
\_\_\_\_\_  
LANE REGISTER

COPIED

**Exhibit D**

**Copy of SFWMD Permit**



**South Florida Water Management District  
Individual Environmental Resource Permit No. 49-103743-P  
Date Issued: April 4, 2022**

**Permittee:** Standard Pacific Of Florida  
6750 Forum Dr Suite 310  
Orlando, FL 32821

**Project:** Bridgewalk

**Application No.** 220216-33223

**Location:** Osceola County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting).

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email [epermits@sfwmd.gov](mailto:epermits@sfwmd.gov).

A handwritten signature in black ink, appearing to read "MLaw", enclosed in a simple oval scribble.

Melissa M. Lawrence, P.E.  
Bureau Chief, Environmental Resource Bureau

**South Florida Water Management District  
Individual Environmental Resource Permit No. 49-103743-P**

**Date Issued:** April 4, 2022                      **Expiration Date:** April 4, 2027

**Project Name:**                                      Bridgewalk

**Permittee:**    Standard Pacific Of Florida  
6750 Forum Dr Suite 310  
Orlando, FL 32821

**Operating Entity:**                                Bridgewalk Community Development District  
219 E. Livingston Street  
Orlando, FL 32801

**Location:**    Osceola County

**Permit Acres:**                                      197.90 acres

**Project Land Use:**                                Residential

**Special Drainage District:**                      N/A

**Water Body Classification:**                    CLASS III  
CLASS III  
CLASS III

**FDEP Water Body ID:**                          3174F  
3171EA  
3171F

**Wetland and Surface Water Impacts:** 17.66 acres

**Conservation Easement to District:** No

**Sovereign Submerged Lands:**                No

**Project Summary**

This Environmental Resource Permit authorizes Construction and Operation of a stormwater management (SWM) system serving 197.90 acres of residential development known as Bridgewalk.

Construction is for 70.60 acres of impervious area to include 528 single family and townhome lots with concomitant infrastructure. Runoff from the development is directed to the SWM system comprised of inlets, pipes, and a borrow pit converted to a wet detention pond. The pond is designed to provide water quality treatment and attenuation, in accordance with District criteria, prior to discharge to Lake Ajay.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

**Site Description**

The site contains a borrow pit and is vacant land with stands of trees. An existing ditch on the north side conveys runoff to Lake Ajay. The project is northeast of the Springhead Court and

### **Current Authorization (Application No. 220216-33223)**

This application proposes to increase the drainage area discharging to the pond by including the future offsite of Cyril's Drive (Basins 104, 107 and 108). To accommodate the added roadway area, the applicant submitted calculations to demonstrate that raising the weir on the existing control structure CS-02 from elevation 61.85 to 61.91 feet NAVD provides the required water quality treatment and attenuation prior to discharge from the site.

### **Permit Modification History**

Application No. 200701-3799 authorized Construction and Operation of a stormwater management (SWM) system serving a 197.90 acres of residential development known as Bridgewalk.

### **Background**

Permit No. 48-02392-P, Application No. 130930-10 was issued as a joint Conceptual Approval and Construction/Operational permit in 2014 under Southern Oaks. The Conceptual Approval, which is still active, included 403.14 acres of residential development in Orange and Osceola counties. The construction/operational permit was for the master SWM system but never built and has since expired. This permit superceded Application Nos. 990401-3 and 030730-12.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

### **Ownership, Operation and Maintenance**

Perpetual operation and maintenance of the SWM system is the responsibility of Bridgewalk Community Development District, as indicated in the submitted draft governing documents. Please refer to Exhibit No. 4.0 and 4.1. Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be submitted in accordance with General Condition No. 7.

### **Engineering Evaluation:**

#### **Land Use**

Please refer to the Land Use Data Table.

#### **Water Quality**

The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Section 4.2.1, Volume II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The project provides 27.57 ac-ft of water quality treatment volume.

The project includes implementation of a Turbidity and Erosion Control Plan (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction and operation.

#### **Water Quantity**

The borrow pit is primarily self-contained and runoff from the watershed currently flows directly to Lake Ajay. Stormwater runoff will be conveyed to the borrow pit/detention pond and then discharged to Lake Ajay following attenuation and water quality treatment. The volume of water directed to the lake will remain the same under pre- and post-development conditions.

#### **Discharge**

As found in Water Quantity Data Table, the project discharge is within the allowable limit for the

**Parking Lot Design**

As found in the Water Quantity Data Table, minimum parking lot elevations have been set at or above the calculated design storm flood elevation.

**Road Design**

As found in the Water Quantity Data Table, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

**Finished Floors**

As found in the Water Quantity Data Table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

**Flood Plain/Compensating Storage**

As shown in Exhibit No. 2.1, the permittee submitted calculations demonstrating that the project will meet the compensating storage requirements of the basin. Adequate floodplain compensating storage mitigates for any floodplain impacts resulting from the proposed works.

**Certification, Operation, and Maintenance**

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

**Engineering Evaluation Tables:  
Land Use**

Basin	Land Type	Area (ac)	% of Total Basin
Bridgewalk	Impervious	70.60	35.67
	Roadway	0.13	0.07
	Water Mgmt Acreage	70.18	35.46
	Wetland	0.02	0.01
	Open Space	56.97	28.79
	<b>Total:</b>	197.90	100%

**Water Quality**

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Area (ac)	Overflow Elevation (ft NAVD88)
Bridgewalk	Treatment	WET DETENTION	27.57	28.87	70.18	61.91

**Water Quantity**

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NAVD88)	Min. EL (ft NAVD88)	Peak Discharge Rate (cfs)	Allowable Discharge Rate (cfs)
Bridgewalk	Finished Floor	100Y3D	12.00	63.29	63.29	N/A	N/A
	Discharge	10YR3D	8.00	62.59	N/A	8.13	39.00
	Road Crown	10YR1D	5.50	62.32	62.32	N/A	N/A
	Parking Lot	10YR1D	5.50	62.32	62.32	N/A	N/A

**Bleeder**

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Length (in)	Width (in)	Height (in)	Invert EL (ft NAVD88)	Receiving Body
Bridgewalk	61.50	CS-01	Discharge	1	Rectangular Notch	36.00	105.00	0.00	61.50	Lake Ajay

**Inlets**

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Length (in)	Width (in)	Crest EL (ft NAVD88)	Receiving Body
Bridgewalk	61.50	CS-02	Discharge	1	FDOT MOD D DROP INLET	37.0	49.0	63.50	Lake Ajay

**Weir**

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Length (in)	Height (in)	Crest EL (ft NAVD88)	Receiving Body
Bridgewalk	61.50	CS-02	Water Quality	1	Sharp Crested	48.00	21.00	61.91	Lake Ajay

**Culvert**

<b>Basin</b>	<b>Control EL (ft NAVD88)</b>	<b>Structure #</b>	<b>Structure Type</b>	<b>Count</b>	<b>Dia.(in)</b>	<b>Length (ft)</b>	<b>Material</b>	<b>Receiving Body</b>
Bridgewalk	61.50	CS-01	Discharge	1	12.00	17.0	Polyethylene Pipe	Lake Ajay
		CS-02	Discharge	1	12.00	28.0	High Density Polyethylene	Lake Ajay
				1	24.00	398.0	Reinforced Concrete Pipe	



## **Environmental Evaluation:**

### **Wetlands and Other Surface Waters**

The project site contains six wetlands and three other surface waters. Please see Exhibit 3.0 for wetland locations. The wetlands can generally be described as bay swamps, freshwater forested, wet prairies, and freshwater marshes. Additional wetland descriptions are available in the ePermitting file. The project will result in 15.63 acres of wetland impacts and 2.03 acres of surface water impacts as described in the table below. Exhibit 3.0 identifies the locations of the wetlands and other surface waters being impacted.

The applicant has demonstrated the appropriate elimination and reduction of wetland and other surface water impacts. The proposed wetland and surface water impacts will be mostly to low functioning pasture wetlands of little ecological value meeting the criteria set forth in Section 10.2.2.3 of the Applicants Handbook Volume I. Impacts are sufficiently offset as the proposed mitigation will provide greater long term ecological value (Section 10.2.1.2). Secondary impacts include 0.11 acres to Wetland 6 where a buffer could not be provided.

To mitigate for the wetland impacts, the applicant will buy 4.12 freshwater herbaceous mitigation bank credits from TM Econ Mitigation Bank, as depicted in Exhibit 3.0. The amount of required mitigation was determined using the Uniform Mitigation Assessment Method in Chapter 62-345, F.A.C. The final scores can be found in the ePermitting file.

### **Cumulative Impact Analysis**

Since the mitigation is not located within the same basin as the wetland impacts, a cumulative impact analysis was conducted for the wetlands within the Lake Hart Basin (Basin) pursuant to Rule 10.2.8 of Volume I. This analysis can be found in the ePermitting file.

The analysis identified wetlands in the Basin that were not protected by land use restrictions or dedicated as public preserve land, as "at risk". In comparing the proposed wetland impact acreage to only those wetlands that are "at-risk" of being impacted, there are 544.48 acres of wetlands "at-risk" of being impacted in the future. The proposed project will result in permanent impacts to 15.63 acres of wetland habitat. This represents approximately 0.03% of the remaining "at risk" wetlands within the Lake Hart Basin. The proposed project will only result in a minimal displacement (less than one-tenth of one percent) of the "at risk" forested and herbaceous wetlands within the basin.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the Lake Hart Basin. This conclusion is project specific and does not apply to any other application.

**Environmental Evaluation Tables:  
Summary**

Wetlands and Other Surface Waters: 17.77 acres  
 Direct Impacts: 17.66 acres  
 Secondary impacts: 0.11 acres  
 Net UMAM Functional Loss/ Gain: 0.01 units  
 Total Onsite Mitigation Area: 0 acres  
 Total Offsite Mitigation Area: 0 acres  
 Mitigation Provided in Permit No.:

**Total Mitigation Bank Credits Provided**

Mitigation Bank	Type	Total Credits
TM Econ	FH	4.12
<b>Total:</b>		<b>4.12</b>

**Bridgewalk**

**Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank**

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
SW-1	0.73	Direct Impact	Ditches and Canals	0	0	0.000
SW-2	0.3	Direct Impact	Ditches and Canals	0	0	0.000
SW-3	1	Direct Impact	Reservoirs	0	0	0.000
<b>Total:</b>	<b>2.03</b>					<b>0.000</b>

**Activities in Wetlands or Other Surface Waters, With Mitigation at a Bank**

ID	Acres	Community Description	Bank Name	Method	Current Score	With Score	Ratio or Add'l factor	Minimum Credits Needed
W-5	13.99	Wet Prairies	TM Econ	UMAM	0.269	0	1	3.76
W-6	0.12	Wet Prairies	TM Econ	UMAM	0.37	0	1	0.04
W-6S	0.11	Wet Prairies	TM Econ	UMAM	0.366	0.233	1	0.01
SW-1	1.52	Wet Prairies	TM Econ	UMAM	0.2	0	1	0.3
<b>Total:</b>	<b>15.74</b>							

**Related Concerns:****Water Use Permit Status**

The applicant has indicated that public water supply will be used as a source for irrigation water for the project.

The applicant has indicated that dewatering is required for construction of this project. The applicant has demonstrated that proposed dewatering qualifies for the permit by rule under Rule 40E-2.061, F.A.C.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

**Water and Wastewater Service**

Toho Water Authority

**Historical/ Archeological Resources**

No information has been received that indicates the presence of archaeological or historical resources on the project site or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

## **General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.**

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 Agency 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 Agency 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 Agency, 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 Operational 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 Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
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 Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency 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, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
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 Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
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.

## **Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.**

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the stormwater management system shall be the responsibility of Bidgewalk Community Development District. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.
3. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth.
4. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
5. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.
6. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: [pre-con@sfwmd.gov](mailto:pre-con@sfwmd.gov). When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
7. 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](mailto:FWCConservationPlanningServices@MyFWC.com).

8. Prior to commencement of construction, and in accordance with the work schedule herein, the permittee shall submit documentation from TM Econ Mitigation Bank that 4.12 herbaceous credits for this project have been paid for in full and deducted from the TM Econ Mitigation Bank's ledger.



## Project Work Schedule for Permit No. 49-103743-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	04/04/2022	Construction Commencement Notice	Prior to Construction	
GC 6	04/04/2022	Submit Certification	30 Days After Construction Completion	
GC 7	04/04/2022	Submit Operation Transfer Request	Within 30 days of Certification	
SC 6	04/04/2022	Pre-Construction Meeting	Prior to Construction	
SC 8	04/04/2022	Submit Mitigation Bank Ledger Documentation	11/14/2020	12/17/2020

GC = General Condition

SC = Special Condition

**Distribution List**

Broc Althafer, Osceola Engineering Inc

George Flint, Bridgewalk Community Development District

Div of Recreation and Park - District 3

Osceola County Engineer

## **Exhibits**

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 220216-33223 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 - Construction Plans](#)

[Exhibit No. 2.0.1 - Construction Plans - Addendum No. 1](#)

[Exhibit No. 2.1 - Floodplain Calculations](#)

[Exhibit No. 2.2 - Summary Table / Calculations](#)

[Exhibit No. 3.0 Environmental Exhibits](#)

[Exhibit No. 4.0 CDD O&M Acceptance Letter](#)

[Exhibit No. 4.1 CDD Ordinance](#)

## **NOTICE OF RIGHTS**

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

### **INITIATION OF ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

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