

**PREPARED BY AND RETURN TO:**

Nathan A. Frazier, Esq.  
Frazier & Bowles, Attorneys at Law  
202 S Rome Ave., Suite 125  
Tampa, FL 33606

**SECOND AMENDED AND RESTATED COMMUNITY DECLARATION  
FOR  
RESIDENCES AT CROSSCREEK**

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**SECOND AMENDED AND RESTATED COMMUNITY DECLARATION  
FOR  
RESIDENCES AT CROSSCREEK**

THIS SECOND AMENDED AND RESTATED COMMUNITY DECLARATION FOR RESIDENCES AT CROSSCREEK (this "**Declaration**") is made this 18th day of October, 2023, by Land Experts, Inc., a Florida corporation, as Trustee for The Parrish Land Trust under land trust agreement dated December 20, 2016 (the "**Declarant**"), joined by the Residences at Crosscreek Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Association**") and by CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**District**").

**WHEREAS THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RESIDENCES AT CROSSCREEK HAS OR WILL BE ACCEPTED BY  
MANATEE COUNTY AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS  
PART OF A COMPREHENSIVE DEVELOPMENT PLAN FOR THE LAND DESCRIBED IN  
EXHIBIT 1.**

WHEREAS, WHC at Gamble Creek, LLC, a Florida limited liability company (the "Original Declarant") recorded a Declaration of Covenants, Conditions and Restrictions for the Residences at CrossCreek (at O.R. Book 2292, Page 241, Public Records of Manatee County, Florida) (the "Original Declaration") and by virtue of Sections 1.18 and 17.09 of the Original Declaration, and by receiving that certain Assignment of Rights from the Original Declarant (recorded at O.R. Book 2373, Page 1184, Public Records of Manatee County, Florida), CC Parrish LLC, a Florida limited liability company, became a successor Developer/Declarant and recorded the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Residences at CrossCreek (recorded at Instrument Number 201741037617, Public Records of Manatee County, Florida) ("**First Amended and Restated Declaration**").

WHEREAS, by virtue of the same Sections of the Original Declaration, and by virtue of the Assignment and Assumption Agreement (recorded at O.R. Book 2656, Page 6812, Public Records of Manatee County, Florida), the Declarant was assigned all the developer rights under the Original Declaration and Declarant Amended and Restated the Declaration for The Residences at Crosscreek on April 21<sup>st</sup>, 2017 (Manatee County O.R. Instrument No.: 201741037617).

WHEREAS by virtue of Article 12, Section 12.06(a) of the First Amended and Restated Declaration, prior to the Turnover Date, the Declarant has the right to amend the Declaration.

WHEREAS, the Turnover Date has not yet occurred.

WHEREAS the Declarant and the District hereby desire to subject RESIDENCES AT CROSSCREEK to the covenants, conditions and restrictions contained in this Second Amended and Restated Community Declaration for the Residences at CrossCreek.

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

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

**"Abatement"** shall mean the act of the Association affirmatively fixing or remedying a condition, violation, or maintenance issue that was otherwise another person's or entity's responsibility to fix. Abatement costs, fees, services, charges, or expenses incurred by the Association in abating an issue may be charged back to the entity originally responsible to act or prevent the condition, violation, or maintenance issue from occurring in the first place.

**"ACC"** shall mean the Architectural Control Committee for RESIDENCES AT CROSSCREEK established pursuant to Section 19.1 hereof.

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

**"Assessments"** shall mean any assessments made in accordance with this Declaration and as further defined in Section 17 hereof.

**"Association"** shall mean Residences at CrossCreek Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

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

**"Builder"** means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and prior to the sale or lease/rental of such Home to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term "Builders" shall collectively mean all persons or entities meeting the definition of "Builder" as provided herein, including but not limited to Medallion Homes Gulf Coast, Inc., a Florida corporation and William Ryan Homes Florida, Inc., a Florida Corporation, and any entity approved by the Declarant as a "Builder" under this Declaration, if and to the extent they hold title to a Lot or other property within RESIDENCES AT CROSSCREEK, together with, any the respective affiliates of such entities and/or any entity who holds property as a "landbanker" for any entity that otherwise qualifies as a Builder, so long as such "landbanker" is approved, in writing, as a Builder. The term Builder shall also include (i) affiliates of a Builder, and (ii) an entity that acquires title to any Lot(s) that has entered in to an option agreement to hold title to the Lots and convey same at a future date to a Builder for ultimate construction of a Home thereon (e.g., a land bank entity). William Ryan Homes Florida, Inc. is a Builder only as applicable to the Lots listed in Exhibit 12 attached hereto and incorporated herein.

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

**"Code"** shall mean the Manatee County Land Development Code, as same may have been amended, effective as of the date this Declaration is recorded.

**"Common Areas"** shall mean all real property interests and personalty within RESIDENCES AT CROSSCREEK designated as Common Areas from time to time by the Declarant, if any, or by a Plat (as defined herein), or by this Declaration, a Supplemental Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within RESIDENCES AT CROSSCREEK. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, gates, perimeter buffers, landscaped areas, irrigation facilities, Mail Systems (as defined below) and project signage. The Common Areas do not include any portion of the Facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE

FOREGOING. CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE DISTRICT AND SHALL COMPRISE PART OF THE FACILITIES. DISTRICT FACILITIES SHALL NOT INCLUDE COMMON AREAS. 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, RESIDENCES AT CROSSCREEK INCLUDES VERY LIMITED, IF ANY, COMMON AREAS.

**"Community Completion Date"** shall mean the date upon which all Homes in RESIDENCES AT CROSSCREEK, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

**"Community Standards"** shall mean such architectural and design standards, if any, established by the Declarant, Board, or the ACC pursuant to Section 19.5 hereof, and as may be amended, supplemented and/or otherwise modified from time to time.

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

**"County"** shall mean MANATEE County, Florida.

**"Declarant"** shall mean Land Experts, Inc., a Florida corporation, as Trustee for The Parrish Land Trust under land trust agreement dated December 20, 2016 or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Except as otherwise expressly provided in the instrument of partial assignment, in the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder, but may exercise only those rights, or shall be responsible for only those obligations of the Declarant, assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant, unless otherwise provided.

**"Declaration"** shall mean this COMMUNITY DECLARATION FOR RESIDENCES AT CROSSCREEK, together with all amendments, supplements, and modifications thereof.

**"District"** or **"CDD"** shall mean the CROSSCREEK 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 RESIDENCES AT CROSSCREEK or any portion thereof. As further described in this Declaration, certain portions of RESIDENCES AT CROSSCREEK may be serviced by the CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT, and it is possible that certain portions of RESIDENCES AT CROSSCREEK may be serviced by a different community development district (as defined in Chapter 190, Florida Statutes). Accordingly, certain Owners and Builders are members of the CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT and certain Owners and Builders may be members of a different community development district. **WHEN THE TERM "DISTRICT" OR "CDD" IS USED HEREIN, IT SHALL MEAN EITHER THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT OR ADDITIONAL COMMUNITY DEVELOPMENT DISTRICT(S) THAT MAY SERVICE RESIDENCES AT CROSSCREEK OR ANY PORTION THEREOF, AS THE CONTEXT REQUIRES DEPENDING UPON WHETHER THE RESPECTIVE LOT IS ENCUMBERED BY THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT OR A DIFFERENT COMMUNITY DEVELOPMENT DISTRICT, AND DEPENDING UPON WHETHER THE RESPECTIVE FACILITIES ARE OWNED AND/OR MAINTAINED BY THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT OR A DIFFERENT COMMUNITY DEVELOPMENT DISTRICT.**

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

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

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

**"Electronic Transmission"** shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient



and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions, and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

**"Facilities"** shall mean portions of RESIDENCES AT CROSSCREEK owned by a CDD, as further detailed in Section 16.1 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 NOT CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA.

**"Governing Documents"** shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, the policies of the Association, and any other written document or other written applicable Supplemental Declarations, all as amended from time to time.

**"RESIDENCES AT CROSSCREEK"** shall have the meaning set forth in the recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

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

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

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

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

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

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

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

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

**"Master Plan"** shall mean collectively any full or partial concept plan for the development of RESIDENCES AT CROSSCREEK, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of RESIDENCES AT CROSSCREEK, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

**"Neighborhood"** means any portion of RESIDENCES AT CROSSCREEK which has been subjected to a Sub-Declaration, if any.

**"Neighborhood Association"** means any owners' association responsible for the maintenance and operation of any portion of RESIDENCES AT CROSSCREEK declared as a Neighborhood, or subject to subdivision restrictions or other similar restrictive documents pursuant to which an owners' association is created, if any.

**"Operating Expenses"** shall mean all actual and estimated costs and expenses of operating the Association as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting (except for any costs of street lighting or other lighting applicable to the CDD, if applicable); amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; costs of utilities, taxes, insurance, bonds, salaries and management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves. If any of the foregoing items identified as possible Operating Expenses are included as District Maintenance Special Assessments, the same shall not be included in Operating Expenses.

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

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

**"Permit"** shall mean the permit issued by SWFWMD, as amended or modified from time to time, or any other Environmental Resource Permit issued by SWFWMD and applicable to RESIDENCES AT CROSSCREEK.

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

**"Public Records"** shall mean the Public Records of the County.

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

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

**"Rules and Regulations"** shall mean the Rules and Regulations governing RESIDENCES AT CROSSCREEK as may be adopted by the Declarant and/or the Board from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided below, and such amendment to the Rules and Regulations may be recorded in the Public Records, but only as required by the Florida Statutes as amended from time to time or at the discretion of the Board. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of RESIDENCES AT CROSSCREEK from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Association shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable. To the extent authorized by the CDD, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas or to the Facilities.

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

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

recognition of the different character and intended use of the property subject to such Supplemental Declaration. A Supplemental Declaration is deemed to be an amendment to this Declaration.

**“Surface Water Management System”** or **“SWMS”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2022). The SWMS includes those works authorized by SWFWMD pursuant to the Permit(s). The SWMS will be part of the Facilities and will be maintained by the CDD.

**“SWFWMD”** shall mean the Southwest Florida Water Management District.

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

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

**“Title Documents”** shall have the meaning set forth in Section 24.8 hereof.

**“Turnover”** shall mean the transfer of operation of the Association by the Declarant to Owners.

**“Turnover Date”** shall mean the date on which transition of control of the Association from the Declarant to Owners and Builders occurs.

**“Use Fees”** shall have the meaning set forth in Section 17.2.3 hereof.

**“Voting Interest”** shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within the RESIDENCES AT CROSSCREEK, which shall include the voting interests of the Declarant and Builders.

**“Water Company”** shall mean and refer to Crosscreek Irrigation Water LLC, a Florida limited liability company, and its assignees, or successors, that specializes in the provision of water for community irrigation systems, including the necessary permits to use groundwater, as well as efforts to seek and use alternate water sources including reclaimed water.

### 3. Plan of Development.

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

3.2 Governing Documents. The Governing Documents create a general plan of development for RESIDENCES AT CROSSCREEK that may be supplemented by additional covenants, restrictions and easements applicable to any portion of RESIDENCES AT CROSSCREEK. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of RESIDENCES AT CROSSCREEK from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Builders, and to all occupants of Homes, as well as their respective Lessees, guests, and invitees. Any Lease Agreement (as defined below) for a

Home within RESIDENCES AT CROSSCREEK shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Declaration, the Articles, the Bylaws, the Community Standards, the Rules and Regulations, the policies of the Association, and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of the Declaration, the Bylaws, the Articles, the Community Standards, the Rules and Regulations, and the policies of the Association, in that order, shall prevail, unless prohibited by Florida law.

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

3.4 Adjacent Uses; Disclosure. Each Owner, by acceptance of title to a Home, agrees, understands, acknowledges, and accepts that property in close proximity and/or immediately adjacent and/or in close proximity to RESIDENCES AT CROSSCREEK may be used for other purposes, residential purposes, or even commercial purposes, including, without limitation, potential multifamily development, high density residential developments, commercial developments, apartment, office and retail development. The Declarant and/or the Association may enter into easement agreements, licenses or other use or cost-sharing agreements whereby the Owners, the Association, and/or members of the public outside of RESIDENCES AT CROSSCREEK may obtain the use, possession of, or other rights regarding certain property within or adjacent to RESIDENCES AT CROSSCREEK, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain certain portions of the adjacent property and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Further, each Owner acknowledges and agrees that all property adjacent to or in the vicinity of RESIDENCES AT CROSSCREEK, is subject to development and redevelopment that may change its use and character from time to time existing. BY TAKING A DEED TO A HOME, EACH OWNER UNDERSTANDS THAT THE GOVERNING DOCUMENTS AND PLAT(S) OF THIS ASSOCIATION CONTAIN A MANATEE COUNTY "VISION" ROADWAY THROUGH THE NORTHERN PORTION OF THE PROPERTY, WHICH MAY BE DEVELOPED BY THE ASSOCIATION, THE DISTRICT, OR THE COUNTY AT A LATER DATE.

#### 4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25 which benefits SWFWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records. No post-Turnover Amendment shall be effective against any Declarant or Builder without the prior written consent of Declarant and/or Builder(s).

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the unilateral right to amend this Declaration, the Rules and Regulations, the Community Standards, or any other Governing Document as it deems appropriate, without notice to or the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendment needs only to be executed with the formalities of a deed, and upon recording in the public records of the county, shall become effective immediately. Such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of RESIDENCES AT CROSSCREEK; (ii) additions or deletions from RESIDENCES AT CROSSCREEK and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; (v) changes in the community standards; (vi) changes in maintenance, repair, or replacement obligations, (vii) modifications of the use restrictions for Homes or Lots; and (viii) any other modification or change to any plan, right, rule, provision, obligation, or amenity that the Declarant deems necessary or favorable, including changes that may increase property values, the community plan, the sale of homes, the costs of construction, or any other change deemed necessary in Declarant's absolute discretion. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. Declarant's approval must be obtained on any and all amendments prior to Turnover. After Turnover but prior to the Community Completion Date, an amendment may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover, as provided in Section 4.4 below; however, as long as Declarant or Builder own lots in the community, the Declarant shall be required to join in such amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, this Declaration may be amended with the written, balloted, casted, statutorily electronic, or proxied approval, or a combination thereof, of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person, by casted ballot, in writing, by electronic submission, or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of approving amendments after the Turnover shall be established by the presence, in person, by proxy, or by ballot, of the members entitled to cast ten percent (10%) of the total Voting Interests. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to the Governing Documents shall affect the rights of Builders unless such amendment receives the prior written consent of the Declarant and Builders, which consent may be withheld for any reason whatsoever.

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

4.6 Notwithstanding the foregoing, no amendment materially and adversely affecting the rights or interests of the Water Company as set forth herein shall be effective without the written consent of the Water Company.

5. Annexation and Withdrawal.

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

5.2 Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of approving annexations after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

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

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

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner or Builder may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage any Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, and to the extent the SWMS is not owned and operated by the District, the SWMS shall be conveyed to SWFWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2022), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

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

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of thirty (30) years, or may otherwise be preserved, revitalized pursuant to Chapter 720 and Chapter 712 of the Florida Statutes, as amended from time to time, for successive periods of thirty (30) years, or other such longer term as provided by Florida law, unless prior to a renewal term, an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration, and has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

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

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

7.3.1 Class A Members. Class A Members shall be all Owners and Builders. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The Association may require co-Owners or corporate/entity Owners to provide a certificate designating the voting member. The Association may require co-Owners to provide a certificate designating the voting member.

7.3.2 Class B Member. The Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained

within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the turnover meeting is to elect a majority of the Board. The Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for RESIDENCES AT CROSSCREEK are conveyed to Owners;

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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2022).

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

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

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

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws, or any of the other Governing Documents, including but not limited to a conflict with Chapter 720 of the Florida Statutes, this Declaration shall control, unless prohibited by Florida law.

## 8. Paramount Right of Declarant.

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

## 9. Common Areas and Facilities.

9.1 General. The Common Areas, if any, shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. The Declarant shall have the right to use and access the Common Areas without interference from any Owner, Builder, or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed, or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to,



delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. 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 FACILITIES OWNED BY THE DISTRICT. AS SUCH, COMMON AREAS ARE LIMITED TO THOSE COMMONLY SHARED IMPROVEMENTS THAT ARE NOT FACILITIES OWNED BY THE DISTRICT. Regarding nuisance and exotic plant species within the Common Areas, the Association hereby adopts the Maintenance Program for Common Areas attached herein as Exhibit 8.

9.2 Construction of Common Areas and Facilities and Improvements. Since most of the commonly shared improvements within RESIDENCES AT CROSSCREEK will be Facilities that are owned by the District, the Declarant anticipates it will construct very limited, if any, improvements as part of the Common Areas and/or Facilities. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements, or Facilities or other improvements within RESIDENCES AT CROSSCREEK, 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 or other improvements constructed by the Declarant or its agents, assigns, or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes, changes, or modifications to any of them.

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

9.4 Conveyance.

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

OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

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

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

9.4.2.2 matters reflected on the Plat(s);

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

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

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

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

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

9.6 Paved and Concrete Common Areas. Other than the roadways dedicated or conveyed to the County, most paved areas and concrete surfaces within RESIDENCES AT CROSSCREEK are anticipated to be part of the Facilities under the jurisdiction of the District. Without limiting any other provision of this Declaration, and subject to the Owner's maintenance obligations as provided in these Governing Documents, the District is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Facilities. Without limiting any other provision of this Declaration, and subject to the Owner's maintenance obligations as provided in these Governing Documents, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, private roadways, any parking areas, pathways, bicycle paths, and sidewalks, if any, unless such responsibility is under the jurisdiction of the County or District. Although pavement appears to be a durable material, it requires maintenance. Notwithstanding the foregoing, Owners are responsible to maintain, repair, replace, and insure any of the paved surfaces owned by the Association or the District that abut an Owner Lot, including but not limited to sidewalks and driveway aprons, unless such paved sections abutting an Owner Lot are specifically taken over by the County, Association, or District in a separate written agreement with the Association or the Owners. Additionally, in the repair and/or replacement by an Owner of such paved surface abutting an Owner's lot, all conditions must be met with the ACC for purposes of coordinating with the District or the Association. The Association has this authority, but no obligation to, enter a Lot, perform the work and charge the costs back as an Assessment, an Abatement, or an Individual Assessment; the Association may do so on behalf of itself, the District, or the County. In addition, the District, and the Association as applicable, shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Facilities and/or Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the District Maintenance Special Assessments, the Operating Expenses, as applicable, or Association Assessments, as applicable. The District and/or 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. Except for the roadways, which are intended to be owned and maintained by the County, most paved or concrete areas within RESIDENCES AT CROSSCREEK are anticipated to be owned as part of the Facilities under the jurisdiction of the District.

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

9.8 Use.

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

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners and/or Builders, Telecommunications Providers, utility providers, natural gas providers, the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written

consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

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

9.8.4 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or Facilities, as applicable, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within RESIDENCES AT CROSSCREEK; and (v) design of any portion of RESIDENCES AT CROSSCREEK. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, Builders and 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 Common Areas and/or Facilities, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS AND/OR FACILITIES, 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, THE DISTRICT, THE 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 LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, the District, the Builders, 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, the Facilities, or any other areas within the RESIDENCES AT CROSSCREEK, including the Lots, which also includes without limitation, use of the Common Areas or Facilities within RESIDENCES AT CROSSCREEK by Owners, their Lessees, guests, family members, invitees, occupants, contractors, employees, agents, or any other affiliated entity to Owner. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT, THE DISTRICT, THE ASSOCIATION, AND THEIR EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS, GENERAL COUNSEL, ATTORNEYS, AND/OR AGENTS ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT, THE DISTRICT, AND THE ASSOCIATION, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

9.8.6 Retention/Detention Areas. NEITHER THE BUILDERS, THE DECLARANT, THE DISTRICT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN RESIDENCES AT CROSSCREEK; PROVIDED, FURTHER, NEITHER THE BUILDERS, THE DECLARANT, THE DISTRICT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE BUILDERS, THE DECLARANT, THE DISTRICT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY

THE DECLARANT, BUILDERS, THE DISTRICT OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. BUILDERS, THE DECLARANT, THE DISTRICT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN RESIDENCES AT CROSSCREEK.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right (but shall not be required) to adopt Rules and Regulations governing the use of the Common Areas and/or Lots. Amendments to the Rules and Regulations may be recorded in the Public Records, but only as required by the Florida Statutes as amended from time to time or at the discretion of the Board. The Common Areas and Facilities shall be used in accordance with this Declaration, the Governing Documents, and the Rules and Regulations promulgated hereunder, if any. To the extent authorized by the CDD, the Association shall have the right to adopt and enforce Rules and Regulations applicable to the Facilities and shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations whether they apply to the Common Areas or to the Facilities.

9.9.2 Declarant and Builders Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant and/or Builders, or to any property owned by the Declarant and/or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of RESIDENCES AT CROSSCREEK or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant, Builders, and/or their agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within RESIDENCES AT CROSSCREEK, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of RESIDENCES AT CROSSCREEK), general office and construction operations within RESIDENCES AT CROSSCREEK; (iii) place, erect or construct portable, temporary or accessory buildings or structures within RESIDENCES AT CROSSCREEK for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of RESIDENCES AT CROSSCREEK; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of RESIDENCES AT CROSSCREEK, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of RESIDENCES AT CROSSCREEK including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to RESIDENCES AT CROSSCREEK by dredge or dragline, store fill within RESIDENCES AT CROSSCREEK and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, RESIDENCES AT CROSSCREEK and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of the Declarant are necessary or convenient for the development and sale of any lands and improvements comprising RESIDENCES AT CROSSCREEK. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders pursuant to this Section 9.9.2 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

9.10 Public Facilities. RESIDENCES AT CROSSCREEK may include one or more public facilities that may be dedicated to the District or the County. All roadways within RESIDENCES AT CROSSCREEK shall be public roadways maintained by the County and shall not be maintained by the Association or the District. Also, a lift station dedicated to the County as part of the waste water treatment system may be located within the boundaries of RESIDENCES AT CROSSCREEK. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO RESIDENCES AT CROSSCREEK ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, BUILDERS, THE CDD, AND THE DECLARANT HAVE NO CONTROL, LIABILITY, OR RESPONSIBILITY WITH REGARD TO ACCESS, DAMAGE, AND USAGE OF SUCH ROADWAYS, ADJACENT RIGHT OF WAYS, SIDEWALKS, ANY SAFETY SYSTEMS, WARNING SYSTEMS, OR TRAFFIC INSTRUMENTS USED BY, ON, OR FOR THE GENERAL PUBLIC. EACH OWNER COVENANTS AND

AGREES, JOINTLY AND SEVERALLY, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DECLARANT, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, AND EMPLOYEES, AND ANY RELATED PERSONS, CONTRACTORS, OR CORPORATIONS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM ANY PERSONAL INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY, OR THE LIKE, SUSTAINED ON OR ABOUT THE PUBLIC FACILITIES OR THE ROADWAYS, OR WITH REGARD TO ANY OTHER IMPROVEMENT OR LAND DEDICATED TO THE CDD, ASSOCIATION, OR COUNTY THAT SERVES THE PUBLIC, THE ASSOCIATION, OR ITS MEMBERS.

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

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

9.13 Association's Obligation to Indemnify. The Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant, Builders, their officers, directors, shareholders, counsel, 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 the 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 Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.14 Mandatory Tree Planting and Maintenance. Notwithstanding anything herein, unless provided for in the Lot Maintenance Services of Section 28, below, the Owner of each Lot shall be responsible for the planting and maintenance of replacement trees on such Lot as required by the County pursuant to final site plan approvals for RESIDENCES AT CROSSCREEK and pursuant to applicable provisions of the County's Land Development Code (the "Code"). The number of trees to be planted and the location thereof shall be set forth on the Plans and Submissions approved by the ACC, as provided for herein. Existing native trees can be used to fulfill these requirements whenever they meet spacing and size requirements as set forth herein. The Declarant shall initially be responsible for the initial installation and maintenance of the trees until such time as the Lot is sold or transferred to a subsequent Lot Owner, at which time that Lot Owner shall be fully responsible for the maintenance and replacement of any street trees, all as set forth herein. Any costs borne by the Declarant associated with the installation and maintenance of the street trees may be passed on and charged to the subsequent Lot Owner. In the event a street tree dies or is removed, the Lot Owner is responsible for replacing the street tree (per the requirements set forth herein and the Code) within thirty (30) days. If an Owner has failed to comply with the requirements of this Section 9.14, then after notice and compliance with the procedural requirements of this Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as an

Individual Assessment. Until so collected such costs shall be treated as an Operating Expense. No certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this Section have been satisfied. ACC approval as required by Section 19 shall be withheld until such time as the Plans and Submissions presented for each Lot comply with the replacement tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the replacement trees and such trees may not be removed without appropriate permits and authorizations provided by the County.

10. Maintenance by Association.

10.1 Common Areas. Except as otherwise specifically provided in the Governing Documents to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon, if any, unless otherwise provided in the Governing Documents. The Association may enter into any contracts for maintenance of the Common Areas and may enter into any contracts to provide the maintenance of facilities or other property not in the community in order to provide a benefit to Owners. As a general rule, ownership of an area will generally determine the replacement, repair, maintenance, and insurance; however, where specified in the Governing Documents, the Association may assign or require maintenance of certain areas to be performed by a Lot Owner, but may keep the responsibility to repair or replace such areas under the responsibility of the Association, or vice versa, where specified. Additionally, the Association may be responsible for any Lot Maintenance Services provided by the Association as set forth in Section 28 below. The expense of the foregoing Lot Maintenance Services and the maintenance, repair, and replacement of the Common Property in general will be an Operating Expense; provided, however, that if an item of maintenance, repair or replacement is a result of any intentional or negligent act of an Owner, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as an Operating Expense, same shall be billed to the Owner and his Lot for reimbursement as an Individual Assessment hereunder.

10.2 Landscape Maintenance and Irrigation within Lots. Notwithstanding any other provision of this Governing Documents to the contrary, the Association and the CDD shall have no responsibility for the maintenance of landscaped areas within any Lot, including, without limitation, sod, yards, grass, shrubs, trees, mulch, or any other landscaped areas. The record title owner of each such Lot shall be responsible for the repair, replacement and maintenance of all landscaped areas and other improvements within any portion of such Lot, including, without limitation, sod, yards, grass, shrubs, trees, mulch, or any other landscaping. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in the Governing Documents. Additionally, the Association may be responsible for any Lot Maintenance Services provided by the Association as set forth in Section 28 below. The expense of the foregoing Lot Maintenance Services and the maintenance, repair, and replacement of the Common Areas in general will be an Operating Expense; provided, however, that if an item of maintenance, repair or replacement is a result of any intentional or negligent act of an Owner, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as an Operating Expense, same shall be billed to the Owner and his Lot for reimbursement as an Individual Assessment hereunder.

10.2.1 Central Irrigation System. The Declarant has installed within the RESIDENCES AT CROSSCREEK a Central Irrigation System for landscaped portions of the Common Areas that the Association is obligated to maintain pursuant to the Declaration. The Association shall be responsible for payment to the Water Company of charges for the water supplied to the Central Irrigation System pursuant to this Section and Exhibit 9 of the Declaration. No well shall be drilled, installed, and/or operated by either the Association and/or its Owners within the RESIDENCES AT CROSSCREEK without the express written consent of the Water Company, which consent may be withheld by the Water Company in its absolute and sole discretion.

10.2.2 Irrigation System. After the Central Irrigation System is installed: (a) the automated irrigation system on each Lot shall be connected to and utilize the Central Irrigation System in accordance with the provisions of this Article, and (b) operation of the automated irrigation system on each Lot shall be subject to the control of the Association and the Water Company. The use of an individual well by the Owner of a Lot for irrigation purposes shall be prohibited unless otherwise approved by the Water Company in

writing, in no event shall any automated irrigation system within the RESIDENCES AT CROSSCREEK utilize the Manatee County potable water supply.

10.2.3 Irrigation Installation. The Declarant intends, but shall have no obligation, to provide to the Association, and the Owners, with water, for irrigating the lawns and landscaping within the RESIDENCES AT CROSSCREEK. Either the Declarant or the Water Company may install within the rights-of-way of the RESIDENCES AT CROSSCREEK roads and the areas depicted on the Plat as a "Utility Easement" main irrigation water supply lines for the provision of irrigation water to the RESIDENCES AT CROSSCREEK. In such event, the Declarant or the Water Company, in their sole discretion, may connect the main irrigation water supply lines either: (a) to Manatee County's reclaimed water transmission line within the right-of-way of the RESIDENCES AT CROSSCREEK, more pumps for the withdrawal of water from any retention pond or lake within the RESIDENCES AT CROSSCREEK or from one or more wells. The Declarant or the Water Company, in their sole discretion, may: (i) install on any property in the RESIDENCES AT CROSSCREEK owned by the Declarant, the Water Company, or the Association, one or more wells and pumps to augment the water in any retention pond or lake within the RESIDENCES AT CROSSCREEK; or (ii) supplement, or replace, the water in any retention pond or lake within the RESIDENCES AT CROSSCREEK with Reclaimed Water supplied by Manatee County, if such Reclaimed Water is available. All main irrigation water supply lines, wells, pumps, controllers, and other accessory equipment installed by the Declarant or the Water Company for the provision of irrigation water to the RESIDENCES AT CROSSCREEK collectively constitute the "Central Irrigation System."

10.2.4 Irrigation Operation. After the Declarant installs the Central Irrigation System then ownership of the Central Irrigation System shall be subsequently transferred to the Water Company, so that the Central Irrigation System will be owned by the Water Company. The Association will thereafter maintain the Central irrigation System in good condition and repair. The Water Company will periodically charge the Association for the supply of water for irrigation purposes to the Common Areas and to each Lot having a completed dwelling. The Association shall pay the Water Company the amount of such charges no later than fifteen (15) calendar days after receipt of an invoice thereof. Invoices shall not be submitted more frequently than monthly. The amount of the charges shall be established by the Water Company in its discretion from time to time, but the amount charged by the Water Company to the Association for the supply of water for irrigation purposes shall not exceed eighty five percent (85%) of the amount that the Association would pay if the same amount of water were supplied at the then current rate charged on a per household basis by the Manatee County Public Works Department to retail consumers for potable water. All charges made by the Water Company to the Association for the supply of water for irrigation of the Common Areas of Phase 1B, and Phase 1C shall be included in the Operating Expenses. The Irrigation Expenses shall be comprised of all charges made by the Water Company to the Association for the supply of water for irrigation of Lots with completed dwellings and such portion of the Property within Phase 1B, and Phase 1C, as the Association is required to maintain pursuant this Declaration, including but not limited to reimbursement to the Water Company for any initial expenses for replacement and repair of any infrastructure of the Central Irrigation System, provided however, any Lots and Common Areas within Phase 1A shall not be assessed the Irrigation Expenses incurred by the Association for the Lots and Common Areas of Phase 1B, and Phase 1C. The Water Company shall have the right to establish usage rules, including without limitation, the establishment of limited time frames for water usage, and the Association and the Owners shall comply with such rules.

10.2.5 Irrigation Enforcement. The provisions of this Declaration related to the Central Irrigation System or the Water Company shall bind and inure to the benefit of the Water Company and may be enforced by the Water Company by legal action for money damages, injunctive relief, or other relief allowed by law. In any such legal action in which the Water Company is the prevailing party, the Water Company shall be entitled to recover its costs and Attorney's Fees.

10.2.6 Irrigation Expenses. The Irrigation Expenses shall consist of: (i) the Association's cost of water supplied to Owners' respective Lot irrigation systems within Phase 1B and Phase 1C for irrigation purposes; (ii) reimbursement to the Water Company for any capital expenses for replacement, and repair of any infrastructure of the Central Irrigation System, all in accordance with the provisions of this Section; (iii) provided however, any Lots and Common Areas within Phase 1A shall not be assessed the Irrigation Expenses incurred by the Association for the Lots and Common Areas of Phase 1B and Phase 1C.



10.2.7 Binding Effect of Irrigation Services. This Section 10.2 shall be binding upon, for the benefit of, and apply exclusively to Lots 01 through 85 of Phase 1B and Lots 86 through 143 of Phase 1C of the Residences at Crosscreek Homeowners Association, Inc., as set forth in Exhibit "G" herein.

10.2.8 Irrigation System Easement/License and Reimbursement Agreement. The Irrigation System, Easement/License And Reimbursement Agreement For Phase 1B And Phase 1C of The Residences At CrossCreek Homeowners Association, Inc., is incorporated and attached hereto as Exhibit "H" to the Declaration.

10.3 Roadways. ALL ROADWAYS WITHIN RESIDENCES AT CROSSCREEK SHALL BE PUBLIC ROADWAYS MAINTAINED BY THE COUNTY AND SHALL NOT BE MAINTAINED BY THE ASSOCIATION OR THE CDD. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO RESIDENCES AT CROSSCREEK ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE BUILDERS, THE CDD, THE ASSOCIATION AND THE DECLARANT HAVE NO CONTROL, LIABILITY, OR RESPONSIBILITY WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

10.4 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, if any, only to the extent specifically provided herein and provided, that, such areas are readily accessible to the Association. The Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between the Association and the District. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.5 Enforcement Remedies. The expense, fees, and costs of any maintenance, repair, replacement, construction, or reconstruction, or the like, of any portion of the Common Areas, Facilities, Association Property, or any Lot necessitated by the acts or omissions of a Builder and/or Owner, an Owner's invitees, family members, guests, contractors, occupants, or the Owner's lessee's guests, invitees, contractors, family members, occupants, or any other persons utilizing the Common Areas or Facilities through or under an Owner and/or an Owner's lessee for any reason, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for same. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping fencing and/or other structures placed within easements or Common Areas or Facilities or within easements dedicated to the Association or the CDD without the prior written approval of the Association or District, as applicable. Further, an Owner or Builder shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's or Builder's Lot if such repair maintenance, repair or construction is necessitated by the acts of an Owner or an Owner's lessee, or the guests, invitees, or such Builder, contractors, or any other persons associated with either. The Declarant and/or the Association also reserves the right to use any other enforcement remedy granted to it in the Governing Documents.

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

10.7 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date) by amendment to this Declaration or any document of record, maintain

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

10.8 Common Area Right-of-Ways. As to the public right-of-ways adjacent to any Common Areas, except as otherwise maintained by the County or the CDD, the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the trees and landscaping located in the public right-of-way adjacent to any Common Areas. The cost associated with any such maintenance of the trees and landscaping located in the public right-of-way adjacent to any Common Areas shall be part of the Operating Expenses. However, the Association shall not be responsible for replacement of any such trees or landscaping. By virtue of owning a Lot in the community, each Owner agrees to reimburse the Association for any expense incurred in repairing or replacing any damage to trees or landscaping caused by the acts or omissions of an Owner, an Owner's lessee, or the guests, invitees, contractors, or any other persons associated with either, and such costs, expenses, and fees for compliance shall be charged as an Individual Assessment placed on the Owner's account. The Association and CDD may come to an agreement on the routine maintenance, repair, replacement of landscaping and trees where it may be prudent or economical to do so in bulk, or in the case where it may be necessary to do so for the enforcement of remedies against an Owner. Notwithstanding anything contained in this Section to the contrary, each Owner shall be responsible for maintenance of all landscaping and trees in public right-of-ways adjacent to such Owner's Lot, as more specifically described in the "Maintenance by Owners" Section of the Declaration.

10.9 Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure and/or repair certain improvements within RESIDENCES AT CROSSCREEK or adjacent to the boundaries of RESIDENCES AT CROSSCREEK, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "Agreements"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that RESIDENCES AT CROSSCREEK, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting RESIDENCES AT CROSSCREEK, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

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

11. Maintenance by Owners. Except as provided for in Section 28, all Lots and Homes, including, without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association or the CDD, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of RESIDENCES AT CROSSCREEK by the record title owner of the applicable Lot. Each Owner is specifically responsible for maintaining all grass, landscaping, improvements and paved surfaces within any portion of a Lot. No existing trees or tree installed by the Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing RESIDENCES AT CROSSCREEK. If any such tree dies or is otherwise removed, such tree

shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association or the CDD may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

11.1 Right of Association to Enforce Owner Maintenance. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event an Owner does not comply with a provision in the Owners Maintenance Section, the Association may use any enforcement remedy at law, including but not limited to fines, abatement, individual assessments, pre-suit mediation, or litigation, or any other right or claim in law or equity as provided by this declaration, including but not limited to those remedies listed in the Enforcement Section, or any other remedy at Florida Law. Any requirement or provision in this section applies equally to the acts or omissions of not only an Owner, but also an Owner's occupants of the Owner's Home, an Owner's lessee, or the guests, invitees, contractors, or any other persons in connection with or associated with any of the previously listed parties, for any reason. Regarding Owner maintenance, the Association may pursue as many claims and remedies without waiving its right to simultaneously pursue any or all other remedies. All remedies may be sought simultaneously against the Owner and/or any of the above listed parties; by virtue of holding a deed to the Lot, an Owner is jointly and severally liable for compliance with this Section. By way of example as to conclusive remedies, and not by limitation, payment of an imposed fine does not cure a maintenance violation, the maintenance violation must also be cured, or it may be abated by the Association and charged back to the Owner. In the same vein, paying an individual assessment charged against an account does not satisfy the Owner's obligation to also pay a levied fine that has been imposed. The Declarant and Association shall have the right to enforce this Section by all necessary legal action.

11.2 Landscape Maintenance Standards. The following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping within all Lots owned by Owners and Builders:

11.2.1 Trees. Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground at maturity, and otherwise in accordance with all applicable laws, regulations or local ordinances.

11.2.2 Shrubs. All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner.

11.2.3 Grass.

11.2.3.1 Cutting Schedule. 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.

11.2.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.2.3.3 Grass. Each yard shall be improved with the type of grass approved by the local municipality or other applicable governmental authority at the time of installation, which may include St. Augustine grass (i.e. Floratam or a similar variety) in some areas with code required drought tolerant grass in other areas. Any modification to or replacement of sod and/or landscape by an Owner or a Builder is subject to the Community Standards. The Association may enforce violations or penalties, with any and all means of enforcement remedies against an Owner, including against Florida friendly landscaping, including but not limited to the situation in which an Owner or a Builder plant any high water use grass or prohibited invasive species, that conflicts with any provisions of the Governing Documents or Community Standards, unless otherwise prohibited by Florida law.

11.2.4 Mulch. Mulch shall be replenished as needed, no less frequent than on a yearly basis.

11.2.5 Insect Control and Disease Control. Insect control and disease control shall be performed on an as needed basis. Failure to do so could result in additional liability to the Owner, if the disease and insect spread to neighboring Lots and Common Areas, Facilities, or other property within or around RESIDENCES AT CROSSCREEK. Dead grass and other dead landscaping, as may be determined by the Association, shall be removed and replaced within thirty (30) days of dying. If the County code or SWFWMD regulations require Bahia grass in the rear yards or any portion of yard, it shall remain as Bahia and if it dies, may only be replaced in accordance with County code of SWFWMD regulations.

11.2.6 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.

11.2.7 Reclaimed Irrigation Water. Reclaimed irrigation water may and will likely be required to be used on all Lots within RESIDENCES AT CROSSCREEK or portions thereof and the Association and/or CDD shall have the right to enter into a reclaimed water use agreement with the County from time to time to provide reclaimed irrigation water to some or all Lots, Common Areas, and/or Facilities. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals. To the extent any reclaimed water system or similar irrigation system is installed by the Declarant, the County or the District within RESIDENCES AT CROSSCREEK or any portion thereof, then each Owner served by such reclaimed water system shall be required to use the same for irrigation water purposes. EACH OWNER ACKNOWLEDGES RECLAIMED WATER MAY BE USED FOR IRRIGATION PURPOSES. NEITHER THE DECLARANT, THE DISTRICT, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE AVAILABILITY OR QUALITY OF RECLAIMED WATER; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION, NOR THE DISTRICT BEAR ANY RESPONSIBILITY FOR THE REPLACEMENT OF SOD, GRASS, SHRUBS, TREES, OR OTHER LANDSCAPING WITHIN A LOT NECESSITATED BY THE LACK OF RECLAIMED WATER FOR IRRIGATION. FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION, NOR THE DISTRICT BEAR ANY RESPONSIBILITY FOR THE REPAIR, REPLACEMENT OR MAINTENANCE OF THE IRRIGATION SYSTEMS DUE TO DAMAGE CAUSED BY THE QUALITY OF THE RECLAIMED WATER.

11.2.8 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.

11.2.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations, including but not limited to landscaping or construction operations, shall be removed and all outside areas of the Lot left in clean condition before the end of the day.

11.3 Modification of Landscaped Areas. Without the prior written consent of the Declarant, Board, or ACC, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from RESIDENCES AT CROSSCREEK and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners or Builders 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 or Builder fails to pay for such required repairs, each Owner or Builder agrees to reimburse the Association or CDD, as applicable, for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. Except for normal construction debris on a Lot during the course of construction of a Home, no refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot. Within thirty (30) days after the issuance of a final or temporary Certificate of Occupancy for a Home, the Builder shall remove all

construction materials, debris, refuse or other garbage from the Lot and property surrounding the Lot left by such Builder or its agents or Contractors.

11.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain, pressure wash, soft wash, and/or replace the driveways, walkways, sidewalks, including, without limitation brick pavers, and other paved and concrete surfaces comprising part of a Lot and the right of way adjacent to such Lot. In the event the County, the District or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities or water mains, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this paragraph, the Association may, but shall not be obligated to, perform the necessary maintenance or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. Each Owner grants the Association and CDD an easement over its Lot for the purpose of ensuring compliance with the requirements of this paragraph.

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

11.7 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, "Exterior Finish"). While Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. THIS IS NORMAL BEHAVIOR AND CONSIDERED A ROUTINE MAINTENANCE ITEM FOR THE OWNER. EACH OWNER IS RESPONSIBLE TO INSPECT THE EXTERIOR 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 paragraph, and they should be completed in a timely fashion to prevent any damage to the Home.

11.8 Pressure Washing/Soft Washing. Each Owner shall be responsible, at their sole cost and expense, for pressure washing and/or soft washing the driveways, sidewalks, walkways, other pavement located within a Lot, roofs and the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. Each Owner shall conduct such pressure washing/soft washing on a routine basis, and in no event later than thirty (30) days after notice by the Board or the ACC to the Owner of the applicable Lot. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment, in addition to any other enforcement remedy available to the Association in the Governing Documents or at law. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. CLEANING SOME SURFACES WITH HIGH PRESSURE MAY CAUSE DAMAGE TO THE SURFACE OF CERTAIN STRUCTURES AND A

SOFT WASH MAY BE REQUIRED. PRIOR TO ANY PRESSURE WASHING OR SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED. THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.

11.9 Right of Way. Each Owner of a Lot shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the irrigation facilities, driveways, sidewalks, other paved and concrete surfaces, trees, lawn, shrubbery, and landscaping located in the public right-of-way immediately adjacent or abutting such Owner's Lot. Every Owner shall be required to irrigate the grass and landscaping located in the public right-of-way immediately adjacent to such Owner's Lot in a routine and ordinary manner and shall ensure that sufficient irrigation continues during all periods when the Owner is absent from the Lot. No tree installed by the Declarant or a Builder in such right-of-way shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing RESIDENCES AT CROSSCREEK. If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC, Declarant, or Board. By virtue of owning a Lot in the community, each Owner agrees to reimburse the Association for any expense incurred in repairing or replacing any damage to trees or landscaping caused by the acts or omissions of an Owner, an Owner's lessee, or the guests, invitees, contractors, or any other person association with either, and such costs, expenses, and fees for compliance shall be charged as an Individual Assessment placed on the Owner's account. All conditions must be met with the ACC, unless such sections are specifically taken over by the County or District in a separate written agreement, with the Association or the Owners. The Association has the authority, but no obligation, to enter into a Lot, perform the work and charge the costs back as an Assessment, and Abatement, or an Individual Assessment.

11.10 Lot Walls/Fences. The Declarant, a Builder or the District may construct walls or fences on or adjacent to Lots within RESIDENCES AT CROSSCREEK. If constructed, each wall or fence, and any part of which that is placed on a dividing line between separate Lots or adjacent to Lots shall constitute a "Lot Wall/Fence." Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by the Governing Documents, except as otherwise required by Florida law. As a general rule, regardless of the party that installs a Lot Wall/Fence, the Owner is responsible to maintain the portion of the Lot Wall/Fence facing his lot, and is financially responsible for the repair, replacement, and insurance (if any), of the Lot Wall/Fence. If a Lot Wall/Fence is between two Lots, the owners share equally in that responsibility.

11.10.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing their Lot. Except as provided in this Section 11.10, the cost of reasonable repair and replacement shall be shared equally by adjoining Lot Owners.

11.10.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or its guests, Lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Section 11.10, the Declarant, the District and the Association have the right to enforce the all of the provisions of Section 11.10, and place any amounts on the Lot Owner as an Abatement, Individual Assessment, or Use Fee. However, neither the Declarant, the District nor the Association shall have any obligation whatsoever to enforce the provisions of this Section 11.10 or become involved in any dispute between Owners in connection with this Section 11.10. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

11.10.2.1 No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Lot Wall/Fence, excluding rainfall that falls directly on such area (i.e. an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Lot Wall/Fence);

11.10.2.2 No Owner shall allow any tree to grow within six feet (6') of any Lot Wall/Fence (with such distance measured from the above-ground part of the tree that is nearest to the Lot Wall/Fence within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil);

11.10.2.3 No Owner shall allow attachment of anything, including, but not limited to, any climbing plant or vine, to any Lot Wall/Fence; and

11.10.2.4 No Owner shall allow water to be provided by sprinkler, hose, hand delivery or otherwise to any plant located within five feet (5') of any Lot Wall/Fence; provided, however, Owners are permitted to allow water delivery to any plant located within one foot (1') of any Lot Wall/Fence if the method of such delivery is either by drip line or by spray facing in a direction away from the Lot Wall/Fence.

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

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

11.10.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 11.9 shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

11.11 Water Mains and Improvements within Lots. In the event the County or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on a Lot in connection with the County's operation, maintenance or repair of any water line or sanitary sewer line, if applicable, then the record title owner of the Lot upon which such driveway, landscaping, or other improvements are located shall be responsible to replace or repair such driveway, landscaping, or other improvement at such record title owner's expense, if such expenses are not paid for by the County. In the event the applicable record title owner does not comply with this Section, the Association may use any enforcement remedy available to it to ensure remedy or compliance. Each Owner and Builder grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

11.12 Retaining Walls. Retaining Walls may be constructed on Lots or around Lots within RESIDENCES AT CROSSCREEK (the "**Retaining Walls**"). If Retaining Walls are built on the Property or on any Lot, Retaining Walls will likely be installed by the District or the Builder of the Lot. Any reference to Retaining Walls herein shall include, but may not be limited to, the wall, stem, base slab, tie backs, dead man anchors, counterforts and any other associated supporting structures for such retaining walls. Retaining Walls located within the Facilities shall be

maintained by the District and the costs thereof shall be part of the District Maintenance Special Assessments. Structural maintenance, repairs, and day-to-day maintenance and cleaning of Retaining Walls located within Lots shall be the responsibility of the Owner of the Lot that includes the Retaining Wall. It is the Owner's responsibility to maintain, repair, replace, and insure the Retaining Walls built on the Owner's Lot. In the event an Owner does not comply with this Section, the Association or the District may perform the necessary maintenance and charge any amounts thereof to the non-complying Owner as an Individual Assessment, in addition to any other enforcement remedy available to the Association in the Governing Documents or at law. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING WITHOUT LIMITATION FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL. AS DECLARANT HAS NO PLAN FOR INSTALLING ANY RETAINING WALLS, DECLARANT PROVIDES NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO RETAINING WALLS; ANY ISSUES OR DEFECTS, PATENT OR LATENT, AS TO RETAINING WALLS MUST BE ADDRESSED WITH THE ENTITY WHO INSTALLED THE RETAINING WALL ON THE OWNER'S LOT.

12. Use Restrictions. Except as otherwise provided herein, the following Use Restrictions shall apply to all Lots within RESIDENCES AT CROSSCREEK, except for any Lots owned by the Declarant. Except as otherwise provided herein, each Owner and Builder must comply with the following:

12.1 Alterations and Additions. Except as otherwise provided in Section 19 of this Declaration with respect to Builders, no material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by the Governing Documents.

12.2 Animals. No animals of any kind shall be raised, bred or kept within RESIDENCES AT CROSSCREEK for commercial purposes. Other than swine, poultry, livestock, or pets that become a nuisance, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. For purposes of this Section "domestic pets" means insurable dogs, cats, rabbits, domestic birds, fish, gerbils, hamsters, and other types of pets that are contained inside the home within an aquarium, terrarium, small cage or similar type device as long as they are not poisonous or hazardous should they escape. Other dog breeds or mixed breeds which have the propensity for dangerous or vicious behavior as well as dangerous dogs defined by Fla. Stat. § 767.11 (2021) are not allowed within RESIDENCES AT CROSSCREEK. Pets permitted by this Section 12.2 shall be kept or harbored in a Home at all times, but only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. For the purposes of this provision, invisible or electric fences do not qualify as "enclosed". No pet, regardless of any invisible or electric fence, is allowed to be in or appear to be in the front yard unleashed. No pet or animal shall be "tied out" on the exterior of the Home on a Lot or in the Common Areas or Facilities, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. No pet or animal shall be "tied out" on the exterior of the Home on a Lot or in the Common Areas or Facilities, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas or Facilities any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all activities of its pet.

12.2.1 Owners who have pets that will be out of a contained indoor environment, or pets that will be permitted to go outside (regardless of if the pet will be on a leash or in an enclosed portion of a Lot), shall have liability insurance coverage on their pets at all times ("Pets Requiring Insurance"). Pets Requiring Insurance that are uninsurable, or are otherwise uninsured, shall not be allowed within the community, on the Lot, or in the Home.

12.2.2 At the Board's option, Owners may be required to register all cats and dogs with the Association, and upon request or upon a transfer of property or transfer of possession, may be required to



provide proof of liability insurance coverage. The Board may promulgate rules and regulations regarding registration. In the absence of any particular rule or regulation, registration may be required upon Association request to an Owner.

12.2.3 Failure to obtain insurance or properly register a pet with the Association shall be considered a violation of this Declaration and may result in the removal of the pet and the Association may make use of any other remedy available for enforcement of the Declaration's provisions.

12.2.4 When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas or Facilities any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet.

12.2.5 Each Owner agrees to indemnify and hold harmless the Declarant, the Association, the CDD and their 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 property or 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 Owner's pet, their guests' pet(s), including, without limitation, actions of Owner's pets or their guests' pet(s), damages as a result of Owner's pet or their guest(s) pets, including but not limited to use of the Common Areas by Owners, their pets, their guests' pets, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, 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. An Owner whose pet causes damages to person or property in the community shall be responsible for same, and same shall be charged as an Individual Assessment against the owner, when incurred.

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

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, repair, development or sales activities by the Declarant. Builders, or their contractors, subcontractors, suppliers, consultants, employees or agents. The following provisions apply to Owners, occupants, family members, guests, invitees, an Owner's contractors, tenants, lessees, and such lessee's occupants, family members, visitors, guests, invitees, and/or any other person or entity in relationship or in privity with any of the aforementioned persons listed. The use of the word Owner in this Section shall apply to all aforementioned parties' vehicles, whether rented or owned.

12.4.1 Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of RESIDENCES AT CROSSCREEK or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Areas or Facilities, except in designated parking areas, if any. To the extent RESIDENCES AT CROSSCREEK has any guest parking, Owners are prohibited from parking in such guest parking spaces. Furthermore, no tenant, visitor, guest, invitee, or any other person shall commandeer any guest parking spots, including but not limited to the following, parking more than 5 days in a month on property, staying in the guest spot for more than 24 hours, or parking in a guest spot more than 30 times per year. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in RESIDENCES AT CROSSCREEK except during the period of delivery of goods or during the provision of services. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO RESIDENCES AT CROSSCREEK ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT

ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, BUILDERS, THE CDD AND THE DECLARANT HAVE NO CONTROL, LIABILITY, OR RESPONSIBILITY WITH REGARD TO ACCESS, DAMAGE, AND USAGE OF SUCH ROADWAYS, ADJACENT RIGHT OF WAYS, SIDEWALKS, ANY SAFETY SYSTEMS, WARNING SYSTEMS, OR TRAFFIC INSTRUMENTS USED BY, ON, OR FOR THE GENERAL PUBLIC. EACH OWNER COVENANTS AND AGREES, JOINTLY AND SEVERALLY, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DECLARANT, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, AND EMPLOYEES, AND ANY RELATED PERSONS, CONTRACTORS, OR CORPORATIONS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM ANY PERSONAL INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY, OR THE LIKE, SUSTAINED ON OR ABOUT THE PUBLIC FACILITIES OR THE ROADWAYS, OR WITH REGARD TO ANY OTHER IMPROVEMENT OR LAND DEDICATED TO THE CDD, ASSOCIATION, OR COUNTY THAT SERVES THE PUBLIC, THE ASSOCIATION, OR ITS MEMBERS.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on RESIDENCES AT CROSSCREEK for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within RESIDENCES AT CROSSCREEK, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boats (or other watercraft), trailers, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within RESIDENCES AT CROSSCREEK except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.), or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within RESIDENCES AT CROSSCREEK. For any Owner who drives an automobile issued by the County or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces within the community or any paved surfaces forming a part of the Common Areas or Public Facilities (if any). Additionally, no ATV or mini motorcycle may be parked or stored within RESIDENCES AT CROSSCREEK, including on any Lot, except in the garage of a Home. The Board of Directors may promulgate reasonable rules and regulations relating to golf carts, including but not limited to use, prohibition, storage, and parking. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents.

12.4.4 Remedies. By virtue of membership in the Association, all vehicles of a member or any vehicles of a member's guest shall be immediately subject to an Individual Assessment, up to one-hundred fifty dollars, unless otherwise determined by the Board, and in addition, may be fined for: a violation of the governing documents parking provisions, a violation of the Association's parking policy, not being completely parked on a driveway, violating any Association rule or regulation, or being parked on any street or other paved surface within the community other than a driveway. These remedies are in addition to any other enforcement remedy available to the Association in the governing documents or at law. At the Board's discretion, any person subject to multiple violations may be dealt with more severely.

12.4.5 Towing. Any Owner, tenant, guest, invitee, resident, occupant, or contractor vehicle parked in violation of these or other restrictions contained in the governing documents or in the Rules and Regulations may be towed by the Association, at the sole expense of the owner of such vehicle if such vehicle

remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding sixty (60) day period. Regardless of the owner of the vehicle, the Owner of the Lot shall have the charge placed on his account on behalf of the towed car of the associated person in privity with the Owner. Each Owner hereby indemnifies the Association for any costs or damages regarding towing of a such a vehicle, whether it was the Owner's vehicle, or the vehicle of the Owner or the Owner's lessee, resident, occupant, or invitee. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and/or tow vehicles in violation of this Declaration, with or without notice. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles in violation of the governing documents and the rules and regulations for parking in the community, including but not limited to parking on the Owner's Lot, Common Areas, or Facilities. by accepting a deed to the Home, each owner acknowledges that no posted or statutory notice is required to tow those in privity with this Declaration and its Owners and Members; no county notices or signs in order to initially tow need to be posted. However, as to any notice the Board chooses to give, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief or an affirmative defense of any kind, and an affidavit of the person providing any said notice shall be conclusive evidence of notice given, if necessary. For purposes of this paragraph, "Vehicle" shall also mean campers, mobile homes, trailers, etc. THE ROADWAYS WITHIN RESIDENCES AT CROSSCREEK ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. AS SUCH, IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE OR OBLIGATED TO TOW VEHICLES PARKED ON THE ROADWAYS WITHIN RESIDENCES AT CROSSCREEK.

**12.4.6 Golf Carts and Low Speed Vehicles.** Notwithstanding anything herein, the following shall apply to Golf Carts and Low Speed Vehicles:

**12.4.6.1 Golf Carts and Low Speed Vehicles.** For purposes of this Section 12, the term "Golf Cart" shall be defined pursuant to Section 316.212, Florida Statutes, as amended from time to time, and the term "Low Speed Vehicle" shall be defined pursuant to Section 316.2122, Florida Statutes, as amended from time to time. The Association, in its absolute and sole discretion, has determined that the speed, volume, and character of motor vehicular traffic using certain roads and designated areas located within the RESIDENCES AT CROSSCREEK will allow Golf Carts and Low Speed Vehicles that may travel along or cross these roads and areas with reasonable safety.

**12.4.6.2 Required ACC Approval.** Before operating either a Golf Cart and/or Low Speed Vehicle within the RESIDENCES AT CROSSCREEK, an Owner must first submit a written request to the ACC that demonstrates compliance with Florida law, and the Owner must receive written approval from the ACC. An Owner's failure to maintain compliance with all Florida laws governing Golf Carts and Low Speed Vehicles after the Owner receives written approval from the ACC shall cause immediate revocation of ACC approval without further notice or demand. If an Owner operates either a Golf Cart and/or Low Speed Vehicle within the RESIDENCES AT CROSSCREEK without first receiving written approval from the ACC, then such Owner shall be in violation of this Section and subject to a fine of One Hundred and No/100 Dollars (\$100.00) per violation. If an Owner receives more than two (2) violations within the same one (1) year period, then the Association may seek injunctive relief against the Owner.

**12.4.6.3 Designation of Certain Areas and Roadways.** The portion of the roadways located within the RESIDENCES AT CROSSCREEK shall be designated for Golf Cart and Low Speed Vehicle use as well as certain designated and posted multipurpose areas for Golf Cart usage. Golf Cart and Low Speed Vehicle usage shall not be allowed on any other areas owned by the Crosscreek Development District (the "**District**"), including sidewalks, unless so designated. Golf Carts and Low Speed Vehicles are strictly prohibited from parking on any grass areas located within the RESIDENCES AT CROSSCREEK, and must be parked using a vehicular park space.

**12.4.6.4 Signage and Right of Way.** The Association shall post appropriate signage on the subject areas and roadways designated for such use, to warn motorists. On non-

roadway areas, Low Speed Vehicles shall not be allowed, but such areas may in certain cases be designated for Golf Cart use. If so designated for Golf Cart usage, pedestrians will have the right of way and Golf Cart operators will yield to such pedestrians.

12.4.6.5 Golf Cart Hours of Operation. Golf Carts with headlights, brake lights, turn signals and a windshield may be operated on the roads designated by the District and areas referenced herein at all hours of the day. Golf Carts lacking the aforementioned equipment may be operated only during the hours between sunrise and sunset.

12.4.6.6 Low Speed Vehicle Requirements and Hours of Operation. Low Speed Vehicles must be registered, titled and insured in conformance with Florida Statutes and equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. As long as so equipped, Low Speed Vehicles may be operated on the roads designated by the District referenced herein at all hours of the day.

12.4.6.7 Requirements for Golf Carts Using Designated Roadways. All Golf Carts using roadways and areas which are designated herein for Golf Cart use, no matter what time of day must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

12.4.6.8 Requirements for Golf Cart Operators. Operators of Golf Carts on District roads and designated areas must be at least age fourteen (14), have proper insurance, which provides coverage for operation of the Golf Cart on District roads and designated areas, and must obey all applicable traffic laws and posted signs.

12.4.6.9 Requirements for Low Speed Vehicle Operators. An operator of a Low Speed Vehicle on District roads must have in his or her possession a valid driver license, license plate registration, proper insurance, and must obey all applicable traffic laws and posted signs.

12.4.6.10 Conflict with County Jurisdiction and/or Authority. To the extent that any provision of this Amendment is preempted by or conflicts with the jurisdiction or authority of the State of Florida, the Florida Department of Highway Safety and Motor Vehicles and/or Manatee County over the areas designated herein under any State or County law or regulation, then the conflicting provision(s) of this Amendment shall have no effect.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by the Declarant and/or Builders, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within RESIDENCES AT CROSSCREEK, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. Any home business office within a home shall not have an impact on the community footprint, including but not limited to increased mail or parcel shipments and deliveries, increased vehicle traffic from cars or customers coming and going from appointments or day care services, increased traversing of the Property, increased noise or impact like mechanical work in the garage or driveway, or increased noise or impact on the roads within the Property, increased storage, including but not limited to using a garage as warehouse for inventory storage for business items or business equipment, etc. No home business that operates out of an office will

be allowed should it have an impact on the existing community footprint in terms of persons, parcels, vehicles, noise, objects, or traversing the Property, among other like-kind impacts to the community and Owner's neighbors. No Owner may actively engage in any solicitations for commercial purposes within RESIDENCES AT CROSSCREEK. No solicitors of a commercial nature shall be allowed within RESIDENCES AT CROSSCREEK, without the prior written consent of the Association. No day care center or facility, "half-way house," assisted living facility, nursing home or group home may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of this Declaration.

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

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

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

12.10 Decorations. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes shall be installed or placed within or upon any portion of RESIDENCES AT CROSSCREEK without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting, decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot as permitted by the ACC. Notwithstanding anything contained herein to the contrary, ACC approval shall not be required for any Owner to erect or install (i) holiday or seasonal decorations or lighting placed upon the exterior portions of the Home and/or upon the Lot commencing the week before Thanksgiving which shall be removed not later than January 15th of the following year, (ii) holiday or seasonal decorations placed upon the exterior portions of the Home and upon the Lot commencing four (4) weeks before Halloween, so long as such decorations are removed within one (1) week after Halloween, (iii) holiday decorations placed upon the exterior portions of the Home and upon the Lot commencing two (2) weeks before any federal holiday, so long as such decorations are removed within one (1) week after such federal holiday, as applicable, and (iv) a religious object not to exceed three inches (3") wide, six inches (6") high, and one and one-half inches (1.5") deep attached to the mantel or frame of the door of the Home. The ACC may establish reasonable standards for holiday lights and other decorations at its sole discretion. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or the community of RESIDENCES AT CROSSCREEK, including but not limited to excessive noise, lighting, or travel).

12.11 Disputes as to Use. In order to preserve the value of the Homes and the harmony of RESIDENCES AT CROSSCREEK, if there is any dispute as to whether the use of any portion of RESIDENCES AT CROSSCREEK complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Lots. Once drainage systems or drainage facilities are installed by the Declarant or a Builder, as applicable, the maintenance of such systems and/or facilities thereafter within the boundary of a Lot shall be the responsibility of the District; however, neither the District nor the Association shall have any responsibility for landscaping maintenance and the Owner of any such Lot shall be required to maintain such Lot in accordance with

the provisions of Section 11 of this Declaration. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the record title owner of such Lot containing all or a part of such drainage system. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. Except for improvements installed or approved by the Declarant, the District or SWFWMD, 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 approved for RESIDENCES AT CROSSCREEK, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, SWFWMD or other governing body having jurisdiction over RESIDENCES AT CROSSCREEK. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying the Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the Association. Neither the Association, the Declarant nor any Builder shall have any responsibility of any nature relating to any unoccupied Home. However, in extreme cases, the Association may enter an abandoned Dwelling to inspect the Dwelling and adjoining Common Property; make repairs to the Dwelling or to the Common Property serving the Dwelling, as needed; take action to repair the Dwelling if mold or deterioration is present; turn on the utilities for the Dwelling, if necessary; or otherwise maintain, preserve, secure, or protect the Dwelling and adjoining Common Property. In absence of actual knowledge of abandonment, a Dwelling is presumed to be abandoned if: (a) The Dwelling is the subject of a foreclosure action and no tenant appears to have resided in the Dwelling for at least four (4) continuous weeks without prior written notice to the Association; or (b) No tenant appears to have resided in the Dwelling for two (2) consecutive months without prior written notice to the Association, and the Association is unable to contact the Owner or determine the whereabouts of the Owner after reasonable inquiry; however, this presumption does not apply if all assessments against the Dwelling are current, or the Association has been notified of an intended absence. Any expense incurred by the Association pursuant to this paragraph is chargeable to the Owner and enforceable as an assessment and the Association may use its lien authority to enforce collection of the expense, this may include unjust enrichment expenses, which shall be collectable against all current and future owners, who will be jointly and severally liable for such amounts. Even in the case of a first mortgagee acquiring title, any unjust enrichment expenses shall be collected over and above even the installment assessment amounts of the statutory cap granted to a first mortgagee.

12.14 Fences and Walls. Except for walls or fences erected or installed by the Declarant or Builders or the District, no walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. In addition to obtaining ACC approval for any fence, the District's prior written approval must be obtained for the installation of any walls or fences within a drainage easement dedicated or granted to the District. Due to the District's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC, the Association, the Declarant, or the District. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

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

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

12.17 Gate Transponder. All transponders or similar devices used to operate any gates or fences on the Property shall be and remain the property of the Association. Each Lot shall be provided no more than two (2) transponders by the Association. Additional transponders may be purchased by Owners, at the Owner's expense, from the Association. In the event an Owner loses, misplaces, destroys or damages the transponders, the Association shall charge the Owner all costs, including any administrative costs, associated with replacing the transponder(s). Transponders shall be surrendered to the Association by the Owner upon demand.

12.18 Garbage Disposals. Trash collection, recycling and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. Garbage cans or placed in walled-in or landscaped areas as approved by the ACC. No garbage cans, recycling cans supplies or other similar articles shall be maintained on any Lot so as to be visible from the street, adjacent property, or Common Areas. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash and recycling receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans, trash containers and recycling containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of RESIDENCES AT CROSSCREEK. Within thirty (30) days after the issuance of a final or temporary Certificate of Occupancy for a Home, the Builder shall remove all construction debris, refuse or other garbage from the Lot and property surrounding the Lot left by such Builder or its agents or Contractors.

12.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC, shall match the color or trim of a Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

12.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner pursuant to the terms of this Declaration, shall be the maintenance obligation of the CDD and is deemed part of the Facilities.

12.21 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2022), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC, including but not limited to placement, and in accordance with the Community Standards.

12.22 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of RESIDENCES AT CROSSCREEK as determined by the Board in its sole discretion. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The

responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of RESIDENCES AT CROSSCREEK shall be the same as the responsibility for maintenance and repair of the property concerned.

12.23 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing and shall provide (or shall be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor/landlord upon default by lessee/tenant in observing any of the provisions of this Declaration, as same may be amended, the Articles of Incorporation and Bylaws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the RESIDENCES AT CROSSCREEK or administered by the Association. A lease is defined as any permitted occupancy of a Home or Lot by someone other than an Owner, which shall include not only formal leases, but also any type of license, permission, consideration, or occupancy granted to someone other than the Owner to occupy a Lot or Home. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than three (3) months, unless otherwise prohibited by law. No Owner may Lease more than two times in a single twelve (12) month period. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with the Governing Documents, all Rules and Regulations, and all policies adopted by the Association. The record title owner of the Lot is responsible and liable for all violations and losses caused by such Lessees or occupants, notwithstanding the fact that such Lessees are also fully liable for any violation of the Declaration or Rules and Regulations. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this the Governing Documents, the Rules and Regulations and any other policies adopted by the Association. The record title owner of a Lot will be jointly and severally liable with the Lessee to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of RESIDENCES AT CROSSCREEK or to pay any claim for personal injury, death, or damage to property caused by the act or omission of such Lessee or its guests, family members or occupants. Individual Assessments may be levied against the Lot for any such amounts. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. Sub-leasing is strictly prohibited, and the Lessee under any Lease Agreement must be the occupant of the Home, 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.

12.23.1 The Association may require a tenant information form to be complete with a copy of the lease for anyone renting or residing in a rented Home in the Association, in addition to requiring basic background or credit checks as deemed necessary, to be provided at least fifteen (15) days before tenancy. Any tenant or lease that fails to comply with the Association's information and approval process shall be deemed null and void; however, late, but proper, applications may be later approved with an Individual Assessment for failure to follow the process, to avoid the injustice of a properly approved tenant having to be removed.

12.23.2 Short Term Rentals. Owners are prohibited from renting their Lots as short-term rentals, or even posting lots on any peer-to-peer online marketplace or homestay networks, including but not limited to Airbnb or VRBO; any violators of this provision shall be barred for twelve months from the authority to rent any Lots to a third party. Any occupant, who is not the Owner, who resides within in a lot that is posted to a peer-to-peer online marketplace or homestay network, including but not limited to Airbnb or VRBO, shall be automatically deemed in violation of the rental provisions.

12.23.3 Individual Hardship Exception: The Association specifically provides an exigent circumstance process for its owners in need. To seek relief or the unjust application of the above provisions, an individual may submit an exigent circumstance exception to seek the temporary waiver for hardship cases, on a case by case basis.



12.23.4 Services. Owners wishing to lease their Lots and Units (i) shall be required to obtain and provide to the Association a contract for providing landscaping and irrigation services to the Lot or Home, and (ii) may, if the Board so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the RESIDENCES AT CROSSCREEK resulting from acts or omissions of lessees/ tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the lessee/tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 and exclusive of any interest retained by the Association, shall be returned to the Owner within sixty (60) days after the tenant vacates the Home.

12.23.5 Remedies. Upon breach of the rental rules and regulations, the may use any remedy available at law, including but not limited to: (1) levying compliance based Individual Assessments from a schedule; (2) issuing fines under the statutory fining process; (3) seeking private or statutory mediation or arbitration; (4) seeking injunctions or lawsuits for damages; or (5) seeking eviction of non-owner occupants and tenants. The Owner shall pay all costs and attorney's fees that the Association may incur as a result of enforcement at the time the expense is incurred, and shall fully indemnify the Association for any damages or claims related to enforcement.

12.23.6 The Board of Directors may place a percent cap on rentals in the community, to be not more than 10% of the community without amendment to this provision; for the purposes of this provision, Sub-Association and Affiliated Entity exclusions or waivers do not count toward the total of Homes or units rented. The Board of Directors may also require a new Owner to own their Home for no less than twelve (12) months before becoming eligible to rent or lease the Lot. Should the Board of Directors implement either provision into the Governing Documents and rental regulations of the Association, both implemented provisions shall only apply on a prospective basis after implementation. The Association may also make clarifications and improvements to the rental process, rules, and regulations. By means of example and not of limitation, the Association may define the necessary limits and implement reasonable rules and regulations governing total number of rentals, ownership limits, guest limits, rental security funds, tenant definitions and corporate/related entity ownership rules, composition, or related parties.

12.24 Mailboxes and Lampposts. Except as otherwise provided in Section 19 of this Declaration with respect to Builders, no mailboxes or lampposts shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all mailboxes lampposts shall be of one particular type or design specified by the ACC so long as such designated type or design, in the case of mailboxes, meets the rules and regulations of the United States Post Office Department.

12.25 Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children or guests at all times in and about RESIDENCES AT CROSSCREEK. Neither the Declarant, the Builders nor the Association shall be responsible for any use of the Common Areas or Facilities by anyone, including minors.

12.26 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of RESIDENCES AT CROSSCREEK is permitted. No firearms shall be discharged within RESIDENCES AT CROSSCREEK. The foregoing restriction shall not apply to sales, marketing, construction and development activities by Builders. Nothing shall be done or kept by any Owner or Builder within the Common Areas or any other portion of RESIDENCES AT CROSSCREEK, including a Home or Lot, which will increase the rate of insurance to be paid by the Association. The Board of Directors shall have the power and the authority to define and regulate nuisances. Should the Association define the particulars of a nuisance in the rules and regulations of the Association, it shall be given judicial and administrative deference as correct unless such rule or regulation is wholly unreasonable, arbitrary, or capricious. In the absence of specific rules and regulations governing nuisances, the Board of Directors may, but under no circumstances is required to, utilize the standards articulated in municipal, state, or county ordinances, codes, provisions, or statutes for the purposes of determining the existence or presences of nuisances or violations of this nuisance provision, including but not limited to noise or

volume nuisances, particular obnoxious or offensive activities, solicitation or loitering, light nuisances, temporal behavior for certain activities, pet nuisances, and any other properly adopted governmental standard that has been specified and defined by governmental entities. However, the Association may directly choose to be more or less restrictive with its nuisance standard in an adopted rule and resolution without having an impact at all as to the Association's adopted rule or resolution being wholly arbitrary.

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

12.28 Paint. The exterior of Homes shall be repainted by the Owner of a Lot when the Association notices an Owner to do so. An Owner may request in writing that the Association allow up to forty-five (45) days from the date of the Association notice to allow the Owner to fully complete the painting of the exterior of the Home.

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

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

12.31 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement located within a Lot, including, but not limited to, walks and driveways, shall be pressure cleaned by the Owner of such Lot when the Association notices an Owner to do so. An Owner may request in writing that the Association allow up to thirty (30) days from the date of the Association notice to allow the Owner to fully complete the pressure cleaning. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. All driveways, walks, and parking areas shall be constructed of either concrete, Stampcrete, Bomanite, paver bricks, or other comparable material approved in writing by the ACC. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be constructed in compliance with the Community Standards.

12.32 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. certain things that comply with law, including but not limited to location, coloring, or screening from view, etc. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the structural safety of such items for the welfare of residents of RESIDENCES AT CROSSCREEK (including an evaluation of whether such item may pose a structural

or fall hazard to adjoining Lots). The ACC's approval of the installation of any such item or device shall not be construed as any opinion, representation, warranty or guarantee as to the structural safety or soundness of same, nor shall the ACC's approval be deemed to provide any opinion, representation, warranty or guarantee with respect to potential hazards to health or safety caused by any such item or device. As a general rule, no owner may operate a device that interferes with the reception or frequencies of other Owners or intercepts signals, receptions, or frequencies of other Owners. Installations shall be in conformance with the rules of the FCC and the Governing Documents to achieve a result in which both bodies of law are followed to the fullest extent. Installation, maintenance, and use of all antennas shall comply with the Community Standards may be adopted by the Board to help provide guidance to Owners. The ACC, the Declarant and/or the Association, or any person acting on behalf of any of them, shall not be liable for any cost, injuries or damages incurred by any Owner or Builder or any other party whatsoever, due to any antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment placed on any Home or Lot. As a general rule, any and all antennas not covered under FCC rules are prohibited outright.

12.33 Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC, and shall comply with the Community Standards. There shall be no screen garages or screened front yard patios when not in use. No garage screen may be seen or down when the garage is closed, and must be hidden and up when not in use. All decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

12.34 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of RESIDENCES AT CROSSCREEK, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Space Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 1/2') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 1/2') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Space Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration, the Governing Documents, and in the Community Standards.

The Declarant, the Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself, its designated affiliates, and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within RESIDENCES AT CROSSCREEK such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within RESIDENCES AT CROSSCREEK, which approval shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days of the final sale of the last Home owned by a Builder within RESIDENCES AT CROSSCREEK, the Builder shall remove from RESIDENCES AT CROSSCREEK all marketing materials including, but not limited to, flags banners, placards and signage. The right of Builders to display signs and flags for the leasing of Homes (subject to Declarant's approval) shall continue for so long as the Builder owns a Lot or Home within RESIDENCES AT CROSSCREEK. The Declarant reserves the right to institute a signage plan for RESIDENCES AT CROSSCREEK, which such signage plan must be complied with by all Builders. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.35 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of RESIDENCES AT CROSSCREEK without the prior written consent of the ACC. No

equipment shall ever be attached or affixed to a Home. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time. All sports equipment, nets, apparatuses, and objects shall be stored in the garage or completely out of view from the street when not in active use.

12.36 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted, and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration, the Governing Documents, and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC. This Section 12.35 shall not apply to temporary structures and storage facilities utilized by Builders in connection with the construction, marketing or sale of Homes within RESIDENCES AT CROSSCREEK. Builders shall have the right to place, erect or construct portable, temporary or accessory buildings or structures within RESIDENCES AT CROSSCREEK for sales, construction storage or other purposes, subject to the prior written approval by the Declarant as to the location, design and quality of all portable, temporary or accessory buildings or structures within RESIDENCES AT CROSSCREEK for sales, construction storage or other purposes, which approval shall not be unreasonably withheld, conditioned or delayed.

12.37 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and thereafter, by the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to RESIDENCES AT CROSSCREEK, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.38 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of RESIDENCES AT CROSSCREEK or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

12.39 Swimming, Boating and Docks. Unless expressly permitted in designated areas as determined by the Declarant and/or the District, as applicable, swimming and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of RESIDENCES AT CROSSCREEK. Boating and personal watercraft (e.g., waterjet skis), including non-motorized boats (e.g. kayaks) are prohibited. No private docks may be erected within any water body.

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

12.41 Pool Cage Restrictions. Any pool cages or other screened cages upon any Lot shall not exceed the height of the home and shall utilize materials and colors as approved by the ACC.

12.42 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its Immediate Family Members, Lessees, guests or invitees on, over or from any

Lot, Common Area, or the Facilities within RESIDENCES AT CROSSCREEK, 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, the 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, its Immediate Family Members, Lessees, guests or invitees. After the Association provides an Owner notice of a violation of this paragraph, among other enforcement remedies of these Governing Documents, including but not limited to a court injunction for violation of this provision, the Association may impose up to a two-hundred and fifty dollars (\$250) Individual Assessment against the Owner, pre occurrence, for each subsequent violation of this provision.

12.43 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, Lessees and invitees. This Section 12.41 shall not apply to Builders.

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

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

12.46 Wetlands and Mitigation Areas. If the Facilities or Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such areas are to be maintained by the District in their natural state.

12.47 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness.

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

12.49 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

12.50 Garage or Yard Sales. No garage or yard sale may be conducted on any Lot within CROSSCREEK without the prior approval of the Association. The Association shall have the authority to prescribe reasonable rules and regulations for the conduct of any such sale, including, without limitation, rules regarding the manner of conducting such sales, permitted frequency, duration, hours and the type, size, location and number of signs

advertising such sales. The Association may authorize a specific date or dates for garage and yard sales within CROSSCREEK and may limit garage or yard sales to those dates. The failure of an Owner to observe such rules and regulations shall be grounds for the Association to withhold its approval of any future sales by such Owner, as well as the imposition of a fine or other sanctions as authorized in this Declaration.

12.51 Environmental Provisions. No tree with a diameter of four (4) inches or more measured at the height of four feet above grade shall be removed, unless the removal of same is necessary for the erection and maintenance of structures and outbuildings permitted hereby, or driveways or walkways providing access thereto, unless such tree is diseased, except with the consent of the ACC. No tree within any tree preservation area created within the RESIDENCES AT CROSSCREEK shall be removed except as permitted by such tree preservation easement.

12.52 Right of Association to Enforce Use Restrictions. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event an Owner does not comply with a provision in the use restriction Section, either by act or omission, the Association may use any enforcement remedy at law, including but not limited to fines, abatement, individual assessments, pre-suit mediation, or litigation, or any other right or claim in law, including by use of a schedule of fines or a schedule of individual assessments, or in equity, or as provided by this Declaration, including but not limited to those remedies listed in the Enforcement Section, or any other remedy in the governing documents, or any remedy at Florida Law. Any requirement or provision in this Section applies equally to the acts or omissions of not only an Owner, but also an Owner's occupants of the Owner's Home, an Owner's lessee, or the guests, invitees, contractors, or any other persons in connection with or associated with any of the previously listed parties, for any reason. Regarding use restrictions, the Association may pursue as many claims and remedies without waiving its right to simultaneously pursue any or all other remedies. All remedies may be sought simultaneously against the Owner and/or any of the above listed parties; by virtue of holding a deed to the Lot, an Owner is jointly and severally liable for compliance with this Section. By way of example as to conclusive remedies, and not by limitation, payment of an imposed fine does not cure a use restriction violation, the use restriction violation must also be cured or it may be abated by the Association and charged back to the Owner. In the same vein, paying an individual assessment charged against an account does not satisfy the Owner's obligation to also pay a levied fine that has been imposed. The Declarant and Association shall have the right to enforce this Section by all necessary legal action.

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

14. Responsibility for Insurance, Repair and Replacement. The Association shall maintain the following insurance coverage, to the extent applicable:

14.1 Insurance.

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

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

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

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

14.1.5 Declarant. Prior to the Turnover, the Declarant shall have the right, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

#### 14.2 Homes.

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

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

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2 shall be in accordance with the Community Standards and any

other standards established by the Association with respect to any casualty that affects all or a portion of RESIDENCES AT CROSSCREEK.

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

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section 14.

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

14.3 Fidelity Bonds. If available, the Association shall procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon the Board's reasonable business judgment.

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

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

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

14.7 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 Operating Expenses.

14.8 Declarant and Builders have No Liability. Notwithstanding anything to the contrary in this Section 14, the Declarant, Builders, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person



should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

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

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, Builder, its Immediate Family Members, permitted occupants, Lessees, guests and invitees, and every owner of an interest in RESIDENCES AT CROSSCREEK shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas and Facilities that it is entitled to use for their intended purpose, subject to the following provisions:

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

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

15.1.3 The right of the Association to suspend rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2022);

15.1.4 The right of the Association to suspend an Owner's or Lessee's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas or, to the extent authorized by the CDD, the Facilities, for any period during which any Assessments or District Maintenance Special Assessments levied against that Owner remains unpaid;

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

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

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

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

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

15.1.10 The right and duty of the Association to reasonably limit the number of guests, invitees or lessees of an Owner using the Common Areas.

15.1.11 The right of the Association, by action of the Board, to reconstruct, replace, or refinish any improvement or portion thereof upon the Common Areas, in accordance with the original design, finish, or standard of construction of such improvement.

15.1.12 The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Areas.

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

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself, its affiliates, and designees, and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and their nominees, over, upon, across, and under RESIDENCES AT CROSSCREEK as may be required in connection with the development of RESIDENCES AT CROSSCREEK, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of RESIDENCES AT CROSSCREEK, and other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves for itself, its affiliates and designees and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within RESIDENCES AT CROSSCREEK for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas and Facilities. The Declarant and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas or Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or Facilities, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses or as part of the District Maintenance Special Assessments. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builders use of the Common Areas or Facilities. The Declarant and Builders intend to use the Common Areas and Facilities for sales of Lots and Homes. Further, the Declarant may market other residences and commercial properties located outside of RESIDENCES AT CROSSCREEK from the Declarant's sales facilities located within RESIDENCES AT CROSSCREEK. The Declarant and Builders have the right to use all portions of the Common Areas and Facilities in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. At no time shall the Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section 15.3, and the rights reserved herein in favor of the Declarant shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration and the Governing Documents. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such the easement rights reserved in favor of Builders pursuant to this Section 15.3 shall be subject to the Declarant's prior written authorization provided in and written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas and Facilities.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Facilities to occupants or Lessees of that Owner's Home subject to the provisions of this Declaration, the Governing Documents, and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas or Facilities, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

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

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

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

15.10 Blanket Easement in favor of Association/Declarant. The Association and/or Declarant is hereby granted an easement over all of RESIDENCES AT CROSSCREEK, including all Lots, for the purposes of (i) constructing, maintaining, replacing, relocating and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration or the Governing Documents; and (iii) performing any obligation of an Owner or a Builder, as applicable, including but not limited to instances in which the Association intends to Abate an issue or impose an Individual Assessment.

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

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

15.13 Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents or other Agreements of RESIDENCES AT CROSSCREEK (collectively, the "Utility Easements"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant or a Builder within the Utility Easement(s). Unless otherwise approved by the Declarant in accordance with Section 19.8 of this Declaration, no fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, except for fences installed by the Declarant or a Builder as approved by Declarant. All fences must be in compliance with the Community Standards. In the event a fence is installed within any Utility Easement, with prior written ACC approval, the Owner is solely responsible for

fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes.

16. Community Development District(s).

**WHEN THE TERM "DISTRICT" OR "CDD" IS USED HEREIN, IT SHALL MEAN EITHER THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT OR ADDITIONAL COMMUNITY DEVELOPMENT DISTRICT(S) THAT MAY SERVICE RESIDENCES AT CROSSCREEK OR ANY PORTION THEREOF, AS THE CONTEXT REQUIRES DEPENDING UPON WHETHER THE RESPECTIVE LOT IS ENCUMBERED BY THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT OR A DIFFERENT COMMUNITY DEVELOPMENT DISTRICT, AND DEPENDING UPON WHETHER THE RESPECTIVE FACILITIES ARE OWNED AND/OR MAINTAINED BY THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT OR A DIFFERENT COMMUNITY DEVELOPMENT DISTRICT.**

16.1 Generally. Portions of RESIDENCES AT CROSSCREEK may be owned by the CDD, such as open space areas, drainage systems, the SWMS, Wetland, Wetland Conservation Areas, Wetland Buffers and Upland Preservation Areas, the Recreational Facilities (as defined herein), the Perimeter Walls/Fences (as defined herein), the SWMS, (as defined herein), any dog park, utilities and/or the Wetland Conservation Areas. In the event that any portions of RESIDENCES AT CROSSCREEK are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "**Facilities**"). EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE FACILITIES BE CONSIDERED AS COMMON AREA.

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

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

are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are 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 CDD 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 system, as the CDD determines in its sole discretion.

16.4 Common Areas and Facilities Part of CDD. Portions of the Common Areas may become part of the CDD. In such event, Common Areas will become part of the Facilities, will be part of the CDD and the CDD 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 CDD. ANY CONVEYANCE OF COMMON AREAS TO THE CDD 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 CDD or the Association. If conveyed to the CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The CDD 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 CDD and the inclusion of Facilities in the CDD will obligate each Owner who is subject to the CDD to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

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

16.6 Retention/Detention Areas. THE FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE BUILDERS, THE CDD NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN RESIDENCES AT CROSSCREEK; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE BUILDERS, THE CDD NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE BUILDERS, THE CDD AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE BUILDERS, THE CDD OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, BUILDERS, THE CDD AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN RESIDENCES AT CROSSCREEK. The District shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, casements, or other improvements (the "Drainage Improvements"), and which may be located within the Facilities, the Common Areas, or Lots; provided, however, each Owner shall be solely responsible for the landscaping and routine maintenance of any drainage easement located upon their Lot. The District shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the District shall be responsible to rectify the drainage pattern to its original intended design. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN RESIDENCES AT CROSSCREEK MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

16.7 Right-of-Way. Subject to Section 11 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, landscaping or other improvements caused by such Owner's negligent act or willful acts of such Owner's guests, invitees or Lessee. Notwithstanding anything contained in this Section to the contrary, each Owner shall be responsible for the maintenance of all landscaping in public rights-of-ways adjacent to such Owner's Lot.

16.8 Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the District. The Declarant hereby grants the District an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The District may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such standards may include requirements respecting compaction and strengthening of banks. The District shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards.

16.9 Recreational Facilities.

16.9.1 General Restrictions. The Facilities may include certain recreational facilities as determined by the District (the "**Recreational Facilities**"), which such Recreational Facilities shall be owned and maintained by the CDD. Each Owner, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

16.9.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and legal guardians are responsible for the actions and safety of such minors and any damages caused by such minors. Parents and legal guardians are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The CDD or the Association may adopt Rules and Regulations from time to time governing minors' use of the Recreational Facilities, including, without limitation, requirements that minors under a reasonable age be accompanied by adults while using the Recreational Facilities.

16.9.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, its Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner shall not allow any damage to the Recreational Facilities or interfere with the rights of other Owners hereunder. The Declarant, the District, Builders, and the Association shall not be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

16.9.1.3 Activities. Any Owner, Lessee, Immediate Family Member, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, Immediate Family Member or guest. No Owner may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of District (or the Association if the District delegates its rights to manage the Recreational Facilities to the Association), which consent may be withheld for any reason.

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

16.9.3 Indemnification. By the use of the Recreational Facilities, each Owner, Lessee, Immediate Family Member and guest agrees to indemnify and hold harmless the Declarant, District, Builders and the Association, and their 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 use of the Recreational Facilities by Owners, Lessees, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any insurance policies covering the Recreational Facilities.

16.9.4 Attorney's Fees. Should any Owner, Lessee or Immediate Family Member bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Lessee, and/or Immediate Family Member 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.

16.9.5 Basis for Suspension. The rights of an Owner or Lessee to use the Recreational Facilities may be suspended by the District (or the Association if the District delegates its rights to manage the Recreational Facilities to the Association) if, in the sole judgment of the Association or District:

16.9.5.1 the Owner, Lessee, an Immediate Family Member, a guest or other person for whom an Owner is responsible violates one or more of the Rules and Regulations;

16.9.5.2 an Owner, Lessee, Immediate Family Member, and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities; or

16.9.5.3 an Owner fails to pay Assessments or District Maintenance Special Assessments due.

16.9.6 Types of Suspension. The District (or the Association if the District delegates its rights to manage the Recreational Facilities to the Association) may restrict or suspend, for cause or causes described herein, any Owner's or Lessee's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the District or the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments or District Maintenance Special Assessments due in connection with a leased Home. In addition, the District or the Association may suspend the rights of a particular Owner (and/or Immediate Family Member) or prohibit an Owner (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or District Maintenance Special Assessments or any other fees. During the restriction or suspension, Assessments and District Maintenance Special Assessments shall continue to accrue and be payable as established by the District. Under no circumstance will an Owner be reinstated until all Assessments, District Maintenance Special Assessments and other amounts due to the Association or the District are paid in full.

16.9.7 Amenity Policy. The Amenity Policy is set forth in Exhibit 11 attached hereto and incorporated by reference.

16.10 Perimeter Walls and Fences. The Declarant and/or Builders may install perimeter walls or fences within RESIDENCES AT CROSSCREEK (the "Perimeter Walls/Fences"). The Perimeter Walls/Fences are intended to be owned by the CDD, unless otherwise dedicated by the Declarant to the Association. If owned by the CDD and except as otherwise required by the County, the CDD at all times shall have the exclusive right to maintain,

repair, replace any portion of the Perimeter Walls/Fences within RESIDENCES AT CROSSCREEK, including portions of the Perimeter Walls/Fences located on Lots; however, each Owner shall clean and maintain the interior of any Perimeter Walls/Fences or portion thereof located on Owner's Lot or adjacent to an Owner's lot. The CDD may perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the CDD's discretion and the costs of such maintenance, repairs or replacement shall be paid by District Maintenance Special Assessments. Should the Association own Perimeter Walls/Fences, the Owner will be financially responsible for any maintenance, repair, or replacement of such Perimeter Walls/Fences that are adjacent to the Owner's Lot or on the Owner's Lot. Failure of the CDD to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

16.11 Trail System. Nature trails and boardwalks, if any, permitted and constructed within the RESIDENCES AT CROSSCREEK shall be constructed in such a way to comply with any Conservation Easement and Restriction Agreement, and further, shall be constructed of such materials and in such a way as determined by Declarant, in its sole and absolute discretion, to allow the land and water area below to remain predominantly in its natural condition. RESIDENCES AT CROSSCREEK MAY INCLUDE TRAILS THAT ARE OPEN TO CERTAIN PERSONS WHO ARE NOT MEMBERS OF THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE DISTRICT, THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF THE PUBLIC TRAILS. ANY PERSON USING SUCH TRAILS, AND EACH OWNER AND HIS OR HER GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE DISTRICT, THE ASSOCIATION, THE DECLARANT AND THE BUILDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH TRAILS.

16.12 Dog Park. The CDD or Declarant may construct a dog park or dog parks as part of the Recreational Facilities, provided, however, the Declarant and the CDD neither commit to, nor shall hereby be obligated to, construct any such dog park for RESIDENCES AT CROSSCREEK. All provisions contained herein with respect to Recreational Facilities shall apply to such dog park. The CDD may adopt Rules and Regulations from time to time governing the dog park. By acceptance of a deed to a Home, each Owner acknowledges and agrees that unleashing a dog and being physically present at the dog park area involves risks of injury to persons and dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of proper training. Each Owner understands there is a risk that not all dogs present in the dog park are vaccinated for rabies or other diseases, which could result in injury to persons or dogs. Additional risks include, but are not limited to: dog fights; dog bites; negligence or irresponsibility of a dog owner; inability to predict a dog's reaction to movement, sounds, objects, persons, or other animals; actions by a dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting; theft or unlawful capture; escape over and under fences and gates; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in a dog's coat, feet, eyes, nose, or ears; insects such as mosquitoes, spiders, ticks, chiggers, fleas and other pests; wildlife such as foxes, deer, raccoons, opossums, mice, rats, coyotes, turtles, and other animals; inclement weather; acts of God; traffic on nearby streets; and all other circumstances inherent to dog activities or outdoor activities. THE CDD, THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE SAFETY OF PERSONS OR ANIMALS USING THE DOG PARK. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND THE SAFETY OF THEIR PETS. Each Owner agrees to indemnify and hold harmless the Declarant, the Association, the CDD and their 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 property or 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 Owner's pet, their guests' pet(s), including, without limitation, actions of Owner's pets or their guests' pet(s), damages as a result of Owner's pet or their guest(s) pets, including but not limited to use of the Common Areas by Owners, their pets, their guests' pets, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, 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. An Owner whose pet causes damages to person or property in the community shall be responsible for same, and same shall be charged as an Individual Assessment against the owner, when incurred.



16.13 Lake Use Rights.

16.13.1 Lake. The Facilities may include, as part of the Recreational Facilities, lakes within RESIDENCES AT CROSSCREEK (each, a "Lake" and collectively, the "Lakes"). Each Lake will be part of the Facilities and will be maintained by the CDD and the costs thereof shall be paid by Owners as part of the District Maintenance Special Assessments.

16.13.2 Lake Access and Use. Swimming and wading in the Lakes is strictly prohibited. Owners shall not loiter near the shoreline of Lakes and shall not be permitted to access the Lakes. Launching boats or watercraft from any portion of RESIDENCES AT CROSSCREEK is prohibited. The CDD shall have the right to determine from time to time, the manner in which each Lake will be made available for use by Owners, their Immediate Family Members, and the Owners' Lessees, guests and invitees. By acceptance of a deed to a Lot, each Owner acknowledges and agrees that it shall use the Lake and other Recreational Facilities in accordance with all applicable laws, rules and regulations, including the provisions of this Section.

16.13.3 Indemnity and Assumption of Risk. Each Owner, by acceptance of a deed for a Lot, and further by acceptance of the rights created herein for use of any Lake, agrees to indemnify and hold harmless the District, the Association, the Builders and the Declarant, 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 use of any Lake, by such Owner, their Lessees, guests, and invitees. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for liability, injury, or damage connected with use of any portion of any Lake. All persons using any Lake and Lake Walkway do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE LAKES, AND AREAS IN THE VICINITY OF THE LAKES, MAY CONTAIN NATURAL CONDITIONS OR WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, THE ASSOCIATION AND THE BUILDERS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH NATURAL CONDITIONS OR WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH NATURAL CONDITIONS OR WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

16.13.4 Lake Access Rights for CDD and Declarant and Association. The CDD, the Declarant and the Association, as applicable, together with their respective authorized agents, employees, consultants, contractors and subcontractors, shall have the unfettered right to access and enter any Lake for the purpose of constructing or maintaining the Lakes, inspecting and maintaining the Wetland Conservation Areas and any Lake's shoreline, and ensuring compliance with the terms of this Declaration and the requirements of any governmental agencies having jurisdiction. The Declarant reserves an easement for itself, the CDD, and on behalf of the Association, for unfettered ingress and egress to and from any Lake so that the CDD, the Declarant and the Association, as applicable, together with their respective authorized agents, employees, consultants, contractors and subcontractors, may perform all construction, maintenance and inspections deemed necessary or convenient by the CDD. The CDD's, the Declarant's and the Association's rights under this Section 16 shall include the right to access the Lakes, as the CDD may determine in its sole and absolute discretion.

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

16.15 Mail Systems. Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all, or a portion of the Homes as required by the local postmaster and as set up through the discretion of the CDD or the Declarant. The CDD, or Association, may install one or more "Mail Delivery Centers" or "Mail

**Kiosks**" (collectively "**Mail Systems**") within RESIDENCES AT CROSSCREEK. It is the intent of Declarant for the District to own the Mail Systems. The Mail Systems may consist of a free-standing pedestal-mounted mailboxes commonly referred to by the United States Postal Office as "Cluster Box Units" or a "Neighborhood Delivery Center" which is a freestanding and/or enclosed installation containing a large number of individually locked mailboxes. No mailboxes are permitted except the Mail Systems originally installed by the Declarant or the CDD or a Mail Systems which is substantially similar to the Mail Systems originally installed by the Declarant or the CDD. The Mail Systems, if any, shall be maintained by the District in first class condition and appearance in accordance with the Community Standards and the requirements of any controlling governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Systems shall be part of the District Maintenance Special Assessments or allocated among the Owners as an Association assessment, except for the costs of keys or replacement keys which if owned by the Mail Systems are owned by the Association, shall be borne solely by the individual Owners and the Association may pass along the actual cost along with any incidental or determined expenses or fees as part of an Individual Assessment. The District, the Association, the United States Postal Service and other authorized mail or package delivery providers, and each Owner, Lessee and other occupant of a Home within RESIDENCES AT CROSSCREEK, shall have an easement as necessary for the purpose of accessing and utilizing such Mail Systems.

17. Assessments.

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

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

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

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

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

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements, assets, or amenities that may comprise a portion of the Common Areas (the "**Reserves**"). Reserves may be created by the approval of a majority of the total Voting Interests, present in person, by proxy, or by ballot, at a duly called meeting or by written consent of the members of the same voting proportion. Once approved by the membership, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements for the useful life of the asset, improvement, area, or amenity, comprising a portion of the Common Areas. Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent prior to Turnover; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year

pursuant to Section 720.303, Florida Statutes (2021), and shall be payable in such manner and at such times as determined by the Association. If not specified, Reserves shall be collected in the regular Installment Assessment and accounted for either as an itemized reserve or pooled reserve based upon the member vote creating such. Reserves may be payable in installments extending beyond the fiscal year in which the Reserves are established.

17.2.5 Any specific assessment, charge, fee, service, amount, or cost incurred by the Association, or any other amounts or charges, fees or fines levied against a specific Lot or Lots or the record title owner(s) thereof, shall become an Individual Assessment against the Owner's account, to be collected in the same means as an assessment. Individual Assessments, including but not limited to those amounts incurred by the Association in enforcement of the governing documents, in collection of amounts due, and those attorneys fees incurred in bankruptcy or incurred when the Association is named in a mortgage foreclosure principally brought against an Owner, or incurred when an Owner brings affirmative filings, administrative, legal, or document claims against the Association. Individual Assessments by their nature are often only applicable to one, or a select few Lots, but usually significantly less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association, including any notices or legal fees, and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other assessment. Pursuant to Florida Law, the Association will provide each delinquent Owner a courtesy notice giving the Owner the amounts due and allowing thirty days (30) days from mailing for the Owner to make payment in full prior to proceeding with statutory collection letters or proceedings. No further notice shall be required.

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

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in RESIDENCES AT CROSSCREEK conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or a Builder (a "**Spec Lot**") shall be assessed at twenty percent (20%) of the Installment Assessment or Special Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. The Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing improvements, capital improvements, Operating Expenses, support costs and/or startup costs, among any other use. At such time as a Vacant Lot improved with a Home or a Spec Lot is conveyed by the Declarant or a Builder to an Owner, or a Spec Lot owned by a Builder is leased by the Builder in exchange for the payment of rent, then the Vacant Lot and/or Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Assessments. 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 shall the Declarant pay Special Assessments, unless otherwise prohibited by law. Notwithstanding any other provision of this Declaration to the contrary, commencing with the rental

of any Home owned by a Builder for occupancy by a Lessee in exchange for the payment of rent, such Lot owned by the Builder shall not be deemed a "Spec Lot" for purposes of this Declaration, and such Builder shall be treated as any other "Owner" hereunder, including for purposes of payment of Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members. In no event shall the Declarant pay Special Assessments. Notwithstanding any other provision of this Declaration to the contrary, as to Vacant Lots or Spec Lots for which Builders hold record title, Builders shall not be required to pay any amount for a Special Assessment levied against Owners under this Paragraph 17.4.2.

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

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at twenty percent (20%) of the Installment Assessments and Special Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant or a Builder to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

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

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. Assessments shall commence as to a Builder on the day of the conveyance of title of such Lot from the Declarant to Builder. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments and any other amounts owed to the Association that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all amounts that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or Facilities or by abandonment of the Lot upon which the Assessments are made. Any Owner shall have the right of contribution against any previous Owner for amounts paid on behalf of that previous Owner that came due while the previous Owner was the title holder to the Lot. For purposes of this section, the Association is never considered a "previous owner" of a Lot and any joint and several liability passes from the Owner previous to the Association's title ownership to the Owner just after the Association's title ownership.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners and Builders in the prior fiscal year, it is possible the Association may collect more or less than the amount

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

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS OR BUILDERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS AND BUILDERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT 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 THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Annual Assessment. Annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. Should next year's projected Installment Assessments not exceed the previous year's Installment Assessments by more than 115%, then no meeting shall be necessary and the budget shall be made available to all Owners, evinced by a resolution in the official records, and such proposed budget and Installment Assessment amount shall go into effect on the specified date. Should the proposed budget exceed last year's budget by more than 115% and a Board meeting shall be called in which the Board is required to post 48 hour notice in a conspicuous place to notice the meeting.

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

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2022). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a quarterly basis;

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

17.10.3 Use Fees or Individual Assessments. The Association may establish, from time to time, by policy, resolution, rule, or regulation, or by delegation to an officer or agent, including, a professional management company, or by operation of law based upon an enumerated condition precedent, Use Fees or Individual Assessments, or a schedule outlining same. Such Use Fees or Individual Assessments shall be payable by the Owner to the Association in the amount incurred, negotiated, invoiced, or set by the

Association in the fee/assessment schedule, by the service or facility utilized as determined by the Association, or by any other writing, letter, notice, or governing document of the Association. This Declaration is notice enough, and by virtue of accepting a deed to the home, each Owner acknowledges that there is no affirmative requirement of meeting, vote, or notice required to be held or given to any Owner prior to an Owner incurring Individual Assessments or Use Fees based upon the Association's governing documents, including but not limited to its policies, rules, resolutions, regulations, delegated authority, officers, contracts, or services.

17.11 Initial Contribution. The first purchaser of each Lot or Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to a purchaser who is not the Declarant or a Builder, shall pay to the Association an Initial Contribution in the amount of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) (the "Initial Contribution"). Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant or Declarant's affiliates shall not be obligated to pay the Initial Contribution to the Association; provided, however, the first purchaser of a Home from a Builder shall pay the Initial Contribution at the time of closing of the conveyance of such Home. The funds derived from the Initial Contributions are working contribution income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to RESIDENCES AT CROSSCREEK, including, without limitation, future and existing improvements, Operating Expenses, support costs and start-up costs. Prior to Turnover, Initial Contributions are not earmarked, and the Declarant or Board may use the Initial Contributions for any and all purposes, including but not limited to those purposes articulated in the Association's Governing Documents, unless otherwise prohibited by Florida Law.

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant or a Builder to a purchaser who is not the Declarant or a Builder, there shall be collected from each purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to one thousand dollars and no/100 (\$1,000.00) (the "Resale Contribution") payable to the Association. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant or Declarant's affiliates shall not be obligated to pay the Resale Contribution to the Association. The Resale Contribution shall not be applicable to conveyances from the Declarant or any Builder. The funds derived from the Resale Contributions are working contribution income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to RESIDENCES AT CROSSCREEK, including, without limitation, future and existing improvements, Operating Expenses, support costs and start-up costs. Prior to Turnover, Resale Contributions are not earmarked, and the Declarant Board may use Resale Contributions for any and all purposes, including but not limited to those purposes articulated in the Association's Governing Documents, unless otherwise prohibited by Florida Law. The Resale Contribution is subject to change at the discretion of the Board, and shall not be refundable under any circumstances or applied as a credit against the Owner's payment of Assessments.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full, all maintenance and violation issues have been corrected, and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting amounts due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, any mortgage on the property making an interest claim on the Lot, or a realtor or title company representing a representation of Owner, there shall be furnished to an Owner an estoppel certificate with any outstanding violation or maintenance issues and a total amounts owed in writing setting forth whether the amounts owed on the Lot have been paid and/or the amount that is due as of any date. The requestor of the payoff or estoppel certificate shall be required to ensure payment to the Association, or its Manager (as defined below) or general counsel or attorney, as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. For an estoppel or payoff with no violations or amounts due, such reasonable fee may be \$250.00 or any other higher amount as prescribed by statutory or administrative law as amended from time to time. Should an Association use any electronic closing software to help new and previous owners facilitate title transactions, such software usage fees or closing document compilation fees shall not be in any way related to the payoff/estoppel and are on top of the payoff/estoppel fee and/or estoppel certificate, to be paid by the requestor. Any legal work required to help resolve a delinquent account or an account with an uncorrected maintenance or use violation shall also be charged to the requestor on any payoff or estoppel, over and above the work provided in the estoppel certificate.

Should a rush be requested, the Association and or its contractors or agents may charge an additional rush fee , which may be \$100 or any other higher amount as prescribed by statutory or administrative law as amended from time to time for the payoff or estoppel certificate. Any amounts on the payoff or estoppel provided to the Owner or requestor in this paragraph shall be placed on the current Owner's account, and should the payoff/estoppel not be satisfied by the due date or should the property not close and transfer title, the attorneys fees, software fees, payoff or estoppel charges, and any other amounts shall immediately become an Individual Assessment on the account and shall become due from the Owner.

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

17.15 Personal Obligation for Amounts, The Lien and Amounts Secured. Notwithstanding anything to the contrary contained in the governing documents, each new Owner shall be joint and severally liable with the previous owner for all enforcement non-compliance and all amounts owed to the Association, including fines, attorneys fees, abatements, assessments, interest, late fees, and any other amounts owed, except for a first mortgagee that acquires title, whose liability shall be for 12 months of assessments or 1% of the mortgage debt, whichever is lesser. A first mortgagee acquiring title is not exempt from unjust enrichment expenses at common law expended by the Association to preserve the collateral, and is not exempt from remedying any non-compliance on the property that existed prior to obtaining title. By virtue of recording in the public records, the Claim of Lien shall also include but not be limited to any paraprofessional or management fees, appeals, collections, fair debt actions, bank mortgage foreclosure defense, owner bankruptcy, any future or additional amounts which thereafter accrue until all charges and amounts on the account, including but not limited to those that may or will come due after the lien, all amounts and fees, pre- and post-judgment, amended amounts, the lien release upon satisfaction of all amounts, and any and all ongoing assessments, late fees, interest and other amounts as they come due, including known and necessary attorneys fees for tasks and items that necessarily occur, including post-judgment tasks. AS A MATTER OF LAW, AT ALL TIMES DURING COLLECTION, DECLARANT AND/OR THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, GENERAL COUNSEL, ATTORNEYS, AND SUBSIDIARIES SHALL BE CONSIDERED THE ORIGINAL CREDITOR FOR THE COLLECTION OF ANY AMOUNTS OWED, AS A MATTER OF LAW, THE LITIGATION PRIVILEGE AS RECOGNIZED BY FLORIDA COURTS FOR PRE-SUIT NOTICES, LETTERS, AND STEPS TAKEN PRIOR TO FILING LITIGATION, THE LITIGATION ITSELF, AND ANY COLLECTION OR ENFORCEMENT ACTION AND/OR LITIGATION SHALL APPLY TO THE DECLARANT AND/OR ASSOCIATION ATTORNEYS AT ALL TIMES AND BY VIRTUE OF RECEIVING A DEED TO A HOME, EACH OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY ALL PARTIES MENTIONED IN THIS PARAGRAPH FOR THE COLLECTION OF AMOUNTS OWED UNDER THESE GOVERNING DOCUMENTS; THIS CLAUSE SHALL SURVIVE EVEN BEYOND THE EXISTENCE OF THE ASSOCIATION.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, CDD assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, should the acquirer of title be the first mortgagee, than the first mortgagee shall be given the statutory protections provided in 720.3085(2)(c), Florida Statutes (2021); however, all other purchasers shall be jointly and severally liable with the previous owner for all amounts due. Any such unpaid amounts for a first mortgagee acquirer is not liable for may be written off as bad debt or reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. After any potential application of 720.3085(2)(c) to a first mortgagee, the new owner shall still be held responsible to: (i) reimburse the Association for any unjust enrichment expenses for any services or improvements, if any, that the Association expended during the prior owners ownership of the property, and (ii) fix any violations or maintenance issues on that remain on the property or be subject to fines, enforcement penalties, abatement expenses, or individual assessments, among the expenses of other enforcement remedies. Nothing *herein* contained shall be construed as releasing the party liable for any delinquent amounts from the payment thereof, or the enforcement of collection by means other than

foreclosure. A Lender shall give written notice to the Association, upon request, or if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

17.18 Non-Payment of Assessments. Any Assessment or other amount not paid on or before the due date shall be delinquent and shall bear interest from the due date, at the rate at the maximum lawful rate, or a rate established by the Board of Directors from time to time, as legally permitted under the laws of the State of Florida (2021). Such delinquent amounts shall also incur a late fee and/or administrative collection or service fees. Any late fee each month, regardless of installment period, shall be the greater of twenty-five (\$25.00) or five percent (5%) of the past amount due. Pursuant to Florida Law, the Association will provide each delinquent Owner a courtesy notice giving the Owner the amounts due and allowing thirty days (30) days from mailing for the Owner to make payment in full prior to proceeding with statutory collection letters or proceedings. No collection attorneys fees may be added for the courtesy notice, however, any such notice may include any and all charges, services, or fees that have been incurred prior to the delinquency notice itself, including by way of example, but to not be limited to: Individual Assessments on the account, fines, enforcement expenses and/or attorneys fees regarding such fines or Individual Assessments, attorneys fees and service costs for an Abatement or prior notices to the owner, fees for bankruptcy proceedings, mortgage foreclosure proceedings, and the like. Furthermore, the Association need not provide a courtesy notice for every separate Assessment or amount the owner incurs that goes past due; once a single courtesy notice has been provided for Installment Assessments, Special Assessments, Assessments, or other amounts due as may be necessary, all additional charges, assessments, fines, fees, Abatements, and/or any other amounts due tack onto the delinquent account and the account remains delinquent until the entire amounts owed to the Association are satisfied in full. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. A suit to recover a money judgment for unpaid amounts may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or priority. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment any and all costs and amounts expended in preserving the priority of the lien and all additional costs, services, and expenses incurred or imposed, including but not limited to any and all amounts listed in this Assessment and Collection Section or anywhere else in the governing documents. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines imposed, then Individual Assessments, then Abatement amounts, then to Use Fees, then to interest accrued by the Association, then to any administrative or late fees, then to attorneys' fees or professional service fees, then to costs, and then to the delinquent Installment Assessment, Reserve Assessment, or Special Assessment, or any other remaining amounts, in time, first applied to the first or oldest payment due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, neither the Declarant nor the District shall be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Home or Lot, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant and the District shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of RESIDENCES AT CROSSCREEK subject to this Declaration from the Assessments, provided that such part of RESIDENCES AT CROSSCREEK exempted is used (and as long as it is used) for any of the following purposes:

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



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

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above. Should Declarant proceed with collection, this provision shall be self-executing and by operation of law, Declarant shall have standing to collect as its own debt (not a debt collector), and such rights and remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any additional amounts contained in this section or in the governing documents, by way of example and not limitation, such costs of collection or any other services or charges incurred in exercising its remedies in this paragraph. AS A MATTER OF LAW, AT ALL TIMES DURING COLLECTION, DECLARANT AND/OR THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, GENERAL COUNSEL, ATTORNEYS, AND SUBSIDIARIES SHALL BE CONSIDERED THE ORIGINAL CREDITOR FOR THE COLLECTION OF ANY AMOUNTS OWED. AS A MATTER OF LAW, THE LITIGATION PRIVILEGE AS RECOGNIZED BY FLORIDA COURTS FOR PRE-SUIT NOTICES, LETTERS, AND STEPS TAKEN PRIOR TO FILING LITIGATION, THE LITIGATION ITSELF, AND ANY COLLECTION OR ENFORCEMENT ACTION AND/OR LITIGATION SHALL APPLY TO THE DECLARANT AND/OR ASSOCIATION ATTORNEYS AT ALL TIMES AND BY VIRTUE OF RECEIVING A DEED TO A HOME, EACH OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY ALL PARTIES MENTIONED IN THIS PARAGRAPH FOR THE COLLECTION OF AMOUNTS OWED UNDER THESE GOVERNING DOCUMENTS; THIS CLAUSE SHALL SURVIVE EVEN BEYOND THE EXISTENCE OF THE ASSOCIATION.

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

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

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

#### 18. Information to Lenders, Builders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

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

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

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

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

19.5 Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards or any other standards that now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards 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. Until the Community Completion Date, the Declarant shall have the right to approve the Community Standards, which approval, may be granted or denied in their sole discretion.

19.6 Quorum and Duties. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing. The ACC may promulgate the book of Community Standards and Rules and Regulations, and if so, may delegate to a management agent or officer the ability to approve modifications and applications that clearly fall within the book of Community Standards and the promulgated rules on file, or deny modifications and applications that clearly fall outside of the book of Community Standards and the promulgated rules on file.

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

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

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

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

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC. Failure to complete the improvements within the reasonable time period or failure to complete the improvements to the specifications of the ACC, shall result in any and all enforcement on the Lot or Home, including but not limited to abatement or removal, or repair, replacement,

or substitute services in certain cases, where the cost of completing such improvements and all associated amounts, including fees and costs shall become an Individual Assessment charged to the Owner.

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place **no** later than thirty (30) days subsequent to the receipt by the Board of the applicant's request thereof. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later until sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns. Should the Board decide to approve the plans on appeal, it must do so (1) in writing, and (2) it must also provide a written codified update to the book of Community Standards or promulgated rules to update the Association's records on the exact issue for the ACC's next application of a similar situation, and provide a copy of the updated Community Standards to the ACC within five days of the decision.

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

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

19.11 Permits. THE DECLARANT, THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, ATTORNEYS, MANAGERS, AND EMPLOYEES, EVEN AFTER RECEIVING ACC APPROVAL, HAVE NO JURISDICTION, NO ABILITY AND NO POWER TO APPROVE ANY OWNER'S MODIFICATION OR CONSTRUCTION IMPROVEMENT IN ORDER FOR AN OWNER TO SATISFY ANY GOVERNMENTAL APPROVAL, PERMIT, REGULATION, CODE, OR ORDINANCE. Each Owner and Builder is solely responsible and liable to obtain all required building and other permits, as necessary, including but not limited to any governmental authorities or entities.

19.12 Construction Activities. The ACC shall have the responsibility to keep, update, improve, record, and recommend the processes, procedures, rules and regulations for all ACC applications and approvals, building construction, inspection, correction, and completion, and each's clear forms, processes, and procedures, including the standards governing the performance or conduct of Owners, Contractors and their respective employees, and/or any additional requirements to be inserted in all contracts relating to construction within RESIDENCES AT CROSSCREEK and each Owner shall include the same therein. Upon recommendation by the ACC or the ACC chair, the Board of Directors shall approve and see that it is kept in the official records of the Association and made available to Owners, including on the website or through the management agent, or upon request. The following provisions govern construction activities and modifications by Owners, including but not limited to, after consent of the ACC has been obtained:

19.12.1 Each Owner shall deliver to the Association, upon request or as part of the application process, copies of all construction and building permits as and when received by the Owner. Each

construction site in RESIDENCES AT CROSSCREEK shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in RESIDENCES AT CROSSCREEK shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in RESIDENCES AT CROSSCREEK and no construction materials shall be stored in RESIDENCES AT CROSSCREEK, subject, however, to such conditions and requirements as may be promulgated by the Association. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the Association may require that such Owner post immediate security with the Association in such form and such amount deemed appropriate by the Association in its sole discretion, or in the alternative, may use any enforcement remedy granted by the governing documents.

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

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of the Owner's contracted entities, subcontractors, Contractors, and any of their employees or workers. In the event of any violation of any such terms or conditions by any employee or Contractor the Association may seek all enforcement remedies, penalties, or fines against the Owner; or, in the opinion of the ACC or Board, the continued refusal of any employee or Contractor to comply with such terms and conditions, then after five (5) days' notice and right to cure, the ACC or Board shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in RESIDENCES AT CROSSCREEK for this Owner or any Owner. While the enforcement remedies have to be placed on the Owner's Lot and Home, the Owner may seek contribution or damages from the Contractor or any contracted entities under the Owner's contract with those entities. Each Owner includes this provision into any Owner contract with any modification or construction vendor of an Owner. The Association recommends that all Owner's print this section or paragraph and include it in the signed contract with any Contractor.

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

19.12.5 Construction Deposit. In order for the ACC to grant approval for any construction or exterior modification, the Association may require a cost deposit in order to help repair any wear and tear or damage from such construction activities; such construction activities may include, but may not be limited to, the construction of pools, screened enclosures, and any extensions of lanais.

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

19.14 Violation, Non-Compliance, or Failure to Act. The Association may use any remedy in the governing documents or at law to enforce any omission, act, compliance, or non-compliance, with any provisions herein. By means of example and not of limitation, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved, or in the alternative, the Association may abate the violation, return it to its original condition, or may choose to bring it into compliance, and charge such costs back to the Owner. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC, including any and all other costs otherwise permitted in the Governing Documents, when incurred. All amounts shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the Governing Documents. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration, the Governing Documents, and the Community Standards, by any legal or equitable remedy.

19.15 Amounts, Fees, and Costs. Each owner shall be responsible for all amounts, when incurred by the Association, and may use any provision in the governing documents, including but not limited to Section 20, Enforcement, in doing so.

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

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the Association to be signed by the ACC and the Board of Directors in writing, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for reviewing and preparing the Certificate of Compliance for proper execution. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, the District, a Builder, or their agents, assigns or Contractors, including, without limitation, improvements made or to be made to the Common Areas or Facilities, as applicable, or any Lot or Home, shall not be subject to review and approval by the ACC or the Association; provided, however, all improvements of any nature whatsoever made or to be made by a Builder, or its agents, assigns or Contractors, shall be subject to the Community Standards and subject to review and approval by the Declarant, including pursuant to a separate agreement.

19.19 Exculpation. The Declarant, the District, the Association, the Builders, the Association and including but not limited to the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable to any Owner for any cost or damages incurred by any Owner or any other party whatsoever. This shall include but not be limited to any mistakes in judgment, negligence, or any action or inaction of the Declarant, the Association, ACC, their officers, builders, general counsel, agents, attorneys, or assigns, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the District, the Association, the Builders, their officers, builders, general counsel, agents, attorneys, or assigns, in order to recover any damages caused by the actions of the Declarant, the Association, the Builders or ACC or any of the aforementioned parties in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant, the District, the Builders, their officers, builders, general counsel, agents, attorneys, or assigns harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or any of the aforementioned parties. The Declarant, the Association, and their officers, builders, general counsel, agents, attorneys, or assigns, or any person acting on behalf of any of them, shall not be responsible for any defects in any

plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Right of Association to Enforce: Expenses, Fees, and Costs of Enforcing Compliance.

20.1 Right to Cure or Abatement. In the event any Owner, by action or inaction or by act or omission, violate any provision of the governing documents, including but not limited to the book of Community Standards, the rules and regulations, the policies and resolutions, or any other written document of the Association, the Association may require the Owner to fix the condition, or in the alternative may do so after reasonable notice or seven (7) days notice, whichever is shorter. In addition to any known provision violations of the governing documents, the Declarant or Association may also use the Right to Cure for any Owner who violates any SWFWMD provision; causes any damage to any improvement, Common Area, or Facilities; impedes the Declarant, any Builder, the District or the Association from exercising its rights or performing its responsibilities hereunder; undertakes unauthorized improvements or modifications to any Lot, Home, the Common Areas or the Facilities; or impedes the Declarant or any Builder from proceeding with the construction of Homes or completing the development of RESIDENCES AT CROSSCREEK; then the Declarant, any affected Builder, and/or the Association, where applicable and among other remedies, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner by action or inaction or by act or omission, violate any provision of the governing documents, including but not limited to the book of Community Standards, the rules and regulations, the policies and resolutions, or any other written document of the Association, other than the nonpayment of any Assessment, then the Declarant or the Association shall notify the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days notice, the Declarant or Association may, in addition to all other remedies in the governing documents, may commence an action to enforce the performance on the part of the Owner; enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief and each Owner agrees such remedy comes without the need for the Association to post bond; and/or commence an action to recover damages; and/or take any and all other action or sustain any legal suit as reasonably necessary, including but not limited to liable per se as defined in these governing documents, to correct the violation or breach, action or inaction.

20.3 No Waiver. The election not to enforce any right, provision, covenant or condition in this Declaration, or any of the governing documents, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future. DECLARANT AND/OR THE ASSOCIATION SHALL HAVE NO LIABILITY TO ANY OTHER OWNER FOR ENFORCEMENT OR FAILURE TO ENFORCE ANY PROVISION OF THE GOVERNING DOCUMENTS.

20.4 Right of Association to Enforce: Expenses, Fees, and Costs of Enforcing Compliance. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Declaration. In the event an Owner does not comply with any provision of the governing documents, this Declaration, the Articles, the Bylaws, the policies and procedures of the Association, or the rules and regulations, or any other covenant or contract that makes the Owner responsible for taking action or refraining from action, whether by act or omission or both, the Association may use any enforcement remedy at law, including but not limited to fines, Abatement, individual assessments, pre-suit mediation, or litigation, or any other right or claim in law, including suspension of access or voting rights, or by use of a schedule of fines or a schedule of individual assessments, or in equity, or as provided by this Declaration, including but not limited to those remedies elsewhere listed in the Enforcement Section, or any other remedy at Florida Law. Any Owner act or omission that fails to comply or violates a provision of the aforementioned applies equally to the acts or omissions of not only an Owner, but also an Owner's occupants of the Owner's Home, an Owner's lessee, or the guests, invitees, contractors, or any other persons in connection with or associated with any of the previously listed parties, for any reason. The Association may pursue as many claims and remedies as it so chooses, without waiving its right to simultaneously pursue any or all other remedies. All remedies may be sought simultaneously against the Owner and/or any of the above listed parties; by virtue of holding a deed to the Lot, an Owner is jointly and severally liable for any of its related parties or parties in privity mentioned in this Section for their behavior, action, inaction or compliance, and may be held monetarily liable for such. Should enforcement, Abatement, fines, individual assessments, injunctions, and/or any other remedy be

necessary to enforce any provision or ensure compliance, all expenses, fees, costs, professional fees, including but not limited to Abatements, pre-action notices, professional services, and attorneys fees, shall be charged to the Owner as an Individual Assessment, when incurred. Should an Owner later be found to be a prevailing party by an administrative, judicial, or state proceeding, subject to any pending exhaustion of the right to, or conclusion of any appeal initiated, the Owner shall receive all costs and expenses to be paid by the Association and the Association shall ensure the Owner's account is brought whole to the point in time just prior to the base claim occurring or the initial action being taken in the matter. As a matter of law, an Owner cannot be deemed a prevailing party by any governing body if the Owner provides or provided the relief or compliance initially requested by the Association. Notwithstanding the foregoing, in no event may such costs and expenses be recovered against the Association's agents, contractors, attorneys, employees, or the Declarant, unless otherwise required by Law. As to attorneys fees, the Litigation Privilege applies and extends confidentiality, legal protection, and indemnity to even pre-suit activities, notices, and communications, collection of the damages or expenses, and any litigation filed, including any and all appeals, as may be necessary. Any and all amounts incurred by the Association in enforcing its governing documents against an Owner shall be an immediate Individual Assessment against the Lot and Owner when incurred by the Association. The Declarant and Association shall have the right to enforce this Section by all necessary legal action. HOWEVER, UNDER NO CIRCUMSTANCES MAY SUCH COSTS, EXPENSES, ATTORNEYS FEES, OR ANY OTHER AMOUNTS BE RECOVERED AGAINST THE DECLARANT, UNLESS OTHERWISE REQUIRED BY LAW.

20.5 Enforcement By or Against Other Persons, Owner to Owner Disputes. In addition to the foregoing, this Declaration or Community Standards, or any other governing document may be enforced by the Declarant and/or, where applicable, the District, Owners, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with these governing documents, including but not limited to Owner to Owner disputes that do not impact all Owners in the Association. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and Facilities, and the Association may also levy reasonable fines pursuant to against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration or the Governing Documents, including, without limitation, those provisions benefitting SWFWMD. A fine may be levied on the basis of each day of a continuing violation or may be levied for a per-occurrence violation each time the per-occurrence violation occurs, including if it occurs that same day (i.e., a parking violation). Fines may be levied by the Board of Directors, by a schedule of fines created by the Board of Directors, delegated to an enforcement committee of appointed officers, or delegated to a manager or agent for the purposes of finding, reporting, notifying, and levying the initial fine. While no single fine may exceed one-thousand dollars (\$1,000), fines in the aggregate or fines for repeating violations are not capped to any amount. Multiple violations may occur and be levied simultaneously for related, the same, or non-related violations. The Board of Directors, by system, process, rule, resolution, or vote, may impose fines or suspension upon non-rejection of the Violations Committee.

20.6.1 A levied fine or suspension shall be imposed following delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an after an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. Should the Violations Committee not vote, by majority vote, a finding of compliance or a finding of law as to reason the fine should not be imposed.

20.6.2 The Owner has the opportunity to attend the hearing of the Violations Committee. At any hearing with an Owner, the Owner shall present to the Violations Committee, who shall act as a tribunal, the specific proof of compliance, reasons for determining compliance, and the Violations Committee shall review evidence from the Owner as to compliance or legal reason as to why a fine should not be imposed. (A) If the Violations Committee, votes by a majority vote, to find the Owner in compliance or to find legal reason of



why a fine should not be imposed, then the Association is unable to levy such fine or suspension. The Violation Committee shall provide written notice of compliance findings or written notice of legal reason why a fine should not be imposed to the Board of Directors. The Association shall then clarify or update its Governing Documents, rules or regulations to provide prospective guidance for any and all Owners in similar situations or to be distinguished as a different situation so all owners may properly understand how to best comply with the updated Governing Documents. (B) If the Violations Committee, does not vote by majority vote, finding the Owner in compliance or to find legal reason of why a fine should not be imposed, then the Association may impose such fine or suspension by providing written notice of the imposition and a reasonable time to gain compliance and pay the imposed fine prior to further legal action being taken. The provisions of this sub-paragraph do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved or ratified at a properly noticed meeting of the Board.

20.6.3 The Violations Committee's role is limited to compliance only, and whether compliance was achieved prior to the expiration of the ten (10) day period of one-hundred dollar (\$100.00) fines for a continuous violation, not whether the Owner corrected the violation hours before the Violations Committee Hearing. Upon the levying of the first one-hundred dollar (\$100) fine, the Owner must do both, pay the fine and correct the violation. Performance of one without performance of the other does not remedy the violation. The Violations Committee may not increase, decrease, waive or suspend the fine or suspension at the Hearing. However, the Owner at the Violations Committee's hearing may offer a *no lo contendre* style plea for settlement to the Board of Directors, that admits the violation was present or is present, and offers proof that such violation has been fixed or settlement offers a promise that such violation will be fixed within two weeks or such other reasonable time, in exchange for the Association Board of Directors potentially reducing the amount of the fine imposed. The Violations Committee shall then find that no ruling of compliance can be found and shall proffer the *no lo contendre* plea to the Board of Directors for written agreement with the Owner or written imposition notice to the Owner.

21. Additional Rights of Declarant and Builders.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of RESIDENCES AT CROSSCREEK and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others outside of RESIDENCES AT CROSSCREEK. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs and banners on any portion of RESIDENCES AT CROSSCREEK, including Common Areas or Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas or Facilities, as applicable, to show Lots or Homes. Builders shall have the right to maintain models, sales offices and parking associated therewith, on such portions of RESIDENCES AT CROSSCREEK designated by the Declarant, without the payment of rent or any other fee for the purposes of development, marketing and sales of Lots or Homes within RESIDENCES AT CROSSCREEK. The sales offices, models, signs and all items pertaining to development and sales remain the property of the Declarant and/or Builders, as applicable. The Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date. Notwithstanding any other provision of this Declaration to the contrary, the exercise by a Builder of the rights granted to Builders pursuant to this Section 21.1 shall be subject to the prior written approval by the Declarant as to the location, design and quality of all model homes, sales offices, trailers, and temporary structures used by such Builder within RESIDENCES AT CROSSCREEK, which approval shall not be unreasonably withheld, conditioned or delayed. Builders are not permitted to market communities other than RESIDENCES AT CROSSCREEK from models located within RESIDENCES AT CROSSCREEK.

21.2 Modification. The development and marketing of RESIDENCES AT CROSSCREEK will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of RESIDENCES AT CROSSCREEK to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. BY VIRTUE OF ACCEPTING A DEED TO A HOME,

EACH OWNER WAIVES ITS CLAIM OF JUSTIFIABLE RELIANCE AND GRANTS DECLARANT THE UNILATERAL RIGHT TO MAKE SUCH MODIFICATIONS AND CONSENTS TO SUCH MODIFICATIONS AS MAY BE NEEDED IN THE FUTURE. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant, Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within RESIDENCES AT CROSSCREEK and/or on the Common Areas without any charge for use. Prior to the Community Completion Date, Builders shall be required to obtain the express written permission of the Declarant to hold marketing, special and/or promotional events within RESIDENCES AT CROSSCREEK and/or on the Common Areas. The Declarant, Builders and search of their agents, affiliates, or assignees shall have the right to market RESIDENCES AT CROSSCREEK in advertisements and other media by making reference to RESIDENCES AT CROSSCREEK, including, but not limited to, pictures or drawings of RESIDENCES AT CROSSCREEK, Common Areas, Parcels, Lots and Homes constructed in RESIDENCES AT CROSSCREEK. All logos, trademarks, and designs used in connection with RESIDENCES AT CROSSCREEK are the property of the Declarant, and neither the Association nor Builders shall have a right to use the same after the Community Completion Date except with the express written permission of the Declarant.

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

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

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

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

21.8 Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and any other provision of the governing documents to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy.

Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so. Nothing herein shall be construed to require Declarant to enforce any provisions of the governing documents. Declarant takes on no liability for enforcing or not enforcing any provision of the governing documents. BY VIRTUE OF ACCEPTING A DEED TO A HOME, EACH OWNER COVENANTS AND AGREES TO WAIVE ITS RIGHT TO SUE THE DECLARANT, AND EACH OWNER AGREES TO HOLD DECLARANT HARMLESS AS TO ANY CLAIMS ASSERTED FOR THE ENFORCEMENT OR NON-ENFORCEMENT OF ANY PROVISION CONTAINED IN THE GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL FORESEEABLE AND/OR UNFORESEEABLE CONSEQUENCES, RESULTS, DAMAGES, OR INJURIES TO PERSON OR PROPERTY FOR SAME.

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

21.10 Representations. Neither the Declarant nor any Builder makes any representations concerning development both within and outside the boundaries of RESIDENCES AT CROSSCREEK including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on RESIDENCES AT CROSSCREEK or adjacent to or near RESIDENCES AT CROSSCREEK, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered. The Declarant makes no representations whatsoever concerning rentals or occupancy of Homes in RESIDENCES AT CROSSCREEK, and the Declarant, its affiliates, and Builders (subject to any separate agreement with the Declarant) may sell Homes to investors or to buyers who may not occupy their Homes as their primary residence.

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

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

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

21.11.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER

THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

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

21.11.5 DECLARANT MAKES NO GUARANTEES WITH REGARD TO ASSESSMENT AMOUNTS. ASSESSMENT AMOUNTS CAN VARY BASED UPON THE OPERATING EXPENSES OF THE ASSOCIATION. DECLARANT MAKES NO GUARANTEES AS TO RESERVE FUNDS AND MAY CHOOSE TO NOT CREATE ANY RESERVE FUNDS OR RESERVE ASSET IMPROVEMENTS IN THE COMMUNITY. IF MAINTENANCE RESERVES ARE ESTABLISHED, DECLARANT SHALL BE UNDER NO OBLIGATION TO FUND OR PAY THE MAINTENANCE RESERVE CONTRIBUTIONS. NOTHING IN THIS DECLARATION SHALL REQUIRE THE DECLARANT TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF MAINTENANCE RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTION WILL BE SUFFICIENT FOR CAPITAL REPLACEMENTS OR REPAIRS. DECLARANT MAY CHOOSE TO FORM A COMMUNITY DEVELOPMENT DISTRICT THAT WOULD BE RESPONSIBLE FOR SHARED COMMUNITY ASSETS AND AMENITIES.

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

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

21.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT AND BUILDER; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A

FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT RESIDENCES AT CROSSCREEK TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, BUILDERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, BUILDERS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

21.16 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of RESIDENCES AT CROSSCREEK, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of RESIDENCES AT CROSSCREEK without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.17 Use Name of "RESIDENCES AT CROSSCREEK". Until the Turnover Date, the Declarant shall have the sole right to approve the use of RESIDENCES AT CROSSCREEK name and logo, and such right shall automatically pass to the Association after the Turnover Date. The name "RESIDENCES AT CROSSCREEK" and all similar or derivative names, along with all associated logos, are the proprietary trade names or service marks of the Declarant and/or Declarant's affiliate. No person or entity, including any Owner or Builder, shall use the name "RESIDENCES AT CROSSCREEK," its logo, or any derivative of such name or logo in any printed, electronic or other promotional material without the Declarant's prior written approval and/or without the prior written consent of the person who owns such trade name or service mark, including Declarant's written approval. The Declarant shall have the sole right to approve the use of RESIDENCES AT CROSSCREEK name and logo. In addition, due to the integrated nature of RESIDENCES AT CROSSCREEK as a planned community, and the public identification of Lots within RESIDENCES AT CROSSCREEK, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot shall be subject to Declarant's prior written consent. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate. This Section shall not apply to Builders as authorized in writing by Declarant; provided, however, all Builders shall comply with any branding guidelines or name and logo use standards required by Declarant. Notwithstanding the above, Owners and Builders may use the name "RESIDENCES AT CROSSCREEK" in printed or promotional material where such term is used solely to specify that particular property is located within RESIDENCES AT CROSSCREEK. The Association and CDD may use the words "RESIDENCES AT CROSSCREEK" in its name. Other use by the Association or any Owner is subject to the restrictions of the Governing Documents, including but not limited to use by Owners.

21.18 INTERPRETATION AGAINST DRAFTER ELIMINATED FROM THE GOVERNING DOCUMENTS OF RESIDENCES AT CROSSCREEK. BY VIRTUE OF ACCEPTING A DEED TO A HOME, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO THIS DECLARATION, THE ARTICLES, THE BYLAWS, THE RULES AND REGULATIONS, THE POLICIES, THE STANDARDS, AND ANY OTHER DOCUMENT GOVERNING THE ASSOCIATION AND ITS OWNERS WILL NOT BE INTERPRETED AGAINST ANY PARTY. THIS PARAGRAPH PROHIBITS AN

INTERPRETATION OF THE GOVERNING DOCUMENTS AGAINST THE DRAFTER, THE DECLARANT, OR THE ASSOCIATION. AS A MATTER OF JUDICIAL NOTICE OR ADMINISTRATIVE NOTICE ON A FINDING OF FACT FOR ANY PROCEDURE OR DISPUTE, DECLARANT AND THE ASSOCIATION ARE NOT TO BE DEEMED THE "DRAFTER" OF THE GOVERNING DOCUMENTS. THIS RULE OF INTERPRETATION IS HEREBY DELETED AND ELIMINATED DURING ANY DISPUTE INTERPRETING ANY GOVERNING DOCUMENT OF RESIDENCES AT CROSSCREEK. THE GOVERNING DOCUMENTS ARE NOT TO BE INTERPRETED AGAINST ANY PARTY TO ANY ALTERCATION, ENFORCEMENT, COLLECTION, ADMINISTRATIVE, STATE, OR JUDICIAL ACTION, ANY PRE-ACTIONS, NOTICES, DISPUTES, OR DISAGREEMENTS, AMONG ANY AND ALL PARTIES WHO ARE IN PRIVITY WITH THE RESIDENCES AT CROSSCREEK GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS ARE TO BE GIVEN THEIR PLAIN MEANING AT ALL TIMES. SHOULD A PLAIN MEANING NOT RESOLVE THE AMBIGUITY, THEN THE GOVERNING DOCUMENTS ARE TO BE READ TO NOT CONFLICT WITH ONE ANOTHER. FURTHERMORE, HISTORY BETWEEN THAT PARTIES, THE PARTIES INTERACTIONS, AND INDUSTRY CUSTOM ARE TO BE USED TO HELP INTERPRET ANY UNRESOLVED AMBIGUITIES IN ANY PROVISIONS OF THE GOVERNING DOCUMENTS IN THE ABSENCE OF A RULE, RESOLUTION, POLICY, GUIDANCE, LETTER, OR AMENDMENT FROM THE ASSOCIATION HELPING RESOLVE THE AMBIGUITY.

21.19 Easements to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors, successors in title, assigns, licensees, and mortgagees, a perpetual, nonexclusive easement over RESIDENCES AT CROSSCREEK for the purposes of enjoyment, use, access, and development of any properties that may be adjacent to RESIDENCES AT CROSSCREEK from time to time, whether or not such properties are made subject to this Declaration. Declarant further agrees that if the easement is exercised for permanent access to such properties and such properties or any portion thereof is not made subject to this Declaration, Declarant, its successors, or assigns shall enter into a reasonable agreement with the applicable party(ies) owning such adjacent property to share the cost of maintenance of any improvements, any private roadway and related infrastructure serving such properties. In no event shall this paragraph confer any third party beneficiary rights upon the owner or owners of such adjacent property.

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

21.21 Wash-Out Area(s). The Declarant, in its sole discretion, shall have the right to determine the location or locations of any areas within RESIDENCES AT CROSSCREEK used by Builders and/or Contractors as a wash-out area for construction activities. Builder and Contractors shall be required to use such designated areas in connection with any wash-out for construction activities

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

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

24. General Provisions.

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

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

24.3 Execution of Documents. The Declarant's plan of development for RESIDENCES AT CROSSCREEK including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of RESIDENCES AT CROSSCREEK, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to RESIDENCES AT CROSSCREEK or any portion(s) thereof.

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

24.5 Notices and Mailing. For purposes of Florida Statute and the Governing Documents, both uses or suggestions of use for "giving" or "receiving notice" as it applies to enforcement actions and collection actions, including but not limited to pre-suit notices, shall be satisfied and complete the day such notice is deposited into the mailbox. There is a rebuttable presumption, to be disproven only by clear and convincing evidence, that day one (1) of notice has occurred evidenced by the day a letter is dated, or the day a regular U.S. mail letter is post-marked, or the day any certified letter is tracked as being deposited in the mail, or the day an electronic communication is sent; any of these shall satisfy to start day one (1) of "notice" for the purposes of any statutory or required time period in the Florida Statutes or these Governing Documents for giving notice. It is the Owner's obligation to update the Owner's mailing address at all times. The Association has no duty or requirement to decipher, gather, compile, or research where to send notices or use any other form than the Association records for an Owner's alternate mailing address. Should there not be an alternate mailing address on file with the Association, notice is complete by mailing any notice to the property address in RESIDENCES AT CROSSCREEK. An Owner's alternate mailing address can be updated by simply filling out the Association's alternate mailing address form. Notices to the Declarant, Builder,

or Association must be sent to the last known address and the registered agent as demonstrated by the Secretary of State's records.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes. These Governing Documents take precedence and override any conflict in the Florida Statutes, excluding public policy provisions that are required to override provisions in these documents at Florida Law. Should there be a conflict between the Declaration, the Bylaws, and the Articles, the Declaration should be followed first, then the Bylaws, then the Articles, specifically in that order.

24.7 Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF RESIDENCES AT CROSSCREEK ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, BUILDERS, AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO RESIDENCES AT CROSSCREEK, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF RESIDENCES AT CROSSCREEK, 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 RESIDENCES AT CROSSCREEK WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF RESIDENCES AT CROSSCREEK HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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



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

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

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

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

24.13 Builders. All provisions of compliance, obligation, or rights granted to Owners in the Governing Documents shall be similarly applicable to Builders unless otherwise indicated in the Governing Documents (e.g., certain Assessment provisions, certain rental provisions, certain pre-existing agreements with the Declarant, etc.).

24.14 "RESIDENCES AT CROSSCREEK" Name and Mark. Except for the Declarant, Builder, and retail sales or resales of homes and their required marketing materials and its use as articulated in the Additional Rights of Declarant and Builders Section, the Association as a Corporation owns and has the exclusive use of the RESIDENCES AT CROSSCREEK Name and Mark, including any of the variations of the use of RESIDENCES AT CROSSCREEK (regardless of State or International registration). Any of the uses or variants off of RESIDENCES AT CROSSCREEK shall also be considered the RESIDENCES AT CROSSCREEK Name or Mark, by means of example and not limitation, any such use of RESIDENCES AT CROSSCREEK HOA, Homeowners, Homes, Property, Association, Community, Neighborhood, Facebook Group, NextDoor, etc. This includes but is not limited to creative spellings or misspellings of RESIDENCES AT CROSSCREEK, such as CrossCreek HOA, CC HOA, Crosscreek, Crosscreek Residences, CrosCreek connected with a derivative or variation of HOA, Homeowners, Homeowners Association, Homes, Community, Residents, etc. or the like. This includes not only printable media, but electronic media, including but not limited to online forums, phone and internet applications, and social network forums. Each Owner by virtue of accepting a deed to a home, is bound by and covenants to agree to an immediate injunction stopping unauthorized use, Individual Assessment penalties, fines, Abatement costs and fees, legal fees, lawsuits, corporate letters banning use of pages or access to certain social media sites and forums, among any other enforcement remedy at law or in the Governing Documents. The intent of this paragraph is to prevent and minimize misguided understandings of RESIDENCES AT CROSSCREEK's corporate form or actions, and the misinformation campaigns that often galvanize regarding same, which always result in the unnecessary waste of Association and Owner money, time, energy, and resources to hash out civil disagreements in unofficial and harmful forums behind computer screens. These unofficial social media fights and misinformation campaigns often cause tens of thousands of dollars of Owner assessments to be wasted and misuse Association resources, almost always create instability, routinely promote social unrest, and significantly drive disunity, discord, and distrust among Owners in the community, creating a hostile or even threatening environment among close-quartered neighbors. As a result, no Owner may use the RESIDENCES AT CROSSCREEK name or any variant without the express written authority, approval, and scope of the use being

provided directly to that Owner by the Association. By virtue of accepting a deed to a home, each Owner agrees the Association does not speak for any unofficial social forum using the RESIDENCES AT CROSSCREEK name (including those led or run by officers or directors of the Association), regardless of whether the use of the Name and Mark has been authorized or not, and as a result, each Owner, jointly and severally together, holds the Association harmless and agrees to indemnify the Association for any and all authorized or unauthorized uses. Furthermore, should there be any unauthorized use, the Association may provide injunctive notice to cease the removal of the RESIDENCES AT CROSSCREEK name, seek permission for use, or demand adherence to the use or scope of use granted or previously granted. For the purposes of this paragraph, any unauthorized use carries with it an automatic finding of liable per se upon meeting the burden of proof that such use and statement perpetuated a false statement. The Association as an official not-for profit corporation made up of Owner Members has no obligation, but seeks to help promote a positive, collaborative, atmosphere among homeowners, including their civil interactions with one another, in person or online in cyberspace. All Owners share in the betterment of the entire community as a whole, and as a result, the Association may regulate procedure and civility, without judgement or endorsement to the content of any statements or omissions of statements, and may as a matter of ministerial course of dealing, delete, remove, or temporarily suspend, or use any enforcement remedy against any user on any official media platform or gathering run by the Association if such comments or statements are negative, attacking of another Owner, threatening, or damaging to reputation, regardless of the veracity of the statement. The Association seeks to promote a peaceful environment among homeowners in the neighborhood and online.

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

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

24.17 Additional Right of Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of RESIDENCES AT CROSSCREEK, including, but not limited to other amenities or services that may benefit all owners such as country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes, the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section

720.31(6), Florida Statutes. Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to RESIDENCES AT CROSSCREEK or any lands or facilities outside of RESIDENCES AT CROSSCREEK prior to the Turnover Date.

24.18 Right to Contract for Third Party Entity or Street Light Services Provider. The Declarant or the Association shall have the right, but not the obligation, to enter into one or more contracts with any private provider or third party entity, which may include but may not be limited to the provision of street lighting services or solar power street lights not included within the District, within all or any part of RESIDENCES AT CROSSCREEK. Prior to the Community Completion Date, all contracts between a third party entity service provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, any fees may be payable to the service provider and shall be Operating Expenses and shall be included within the annual budget of the Association.

24.19 Owner Lawsuit. Except as otherwise provided in this Declaration, should any Owner bring suit against the Declarant, the District, the Builders, the Association, or any of the Indemnified Parties for any claim or matter, and should such Owner 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 for all amounts, including but not limited to professional fees, management fees, contract fees, expenses, defense fees, attorneys' fees and paraprofessional fees at trial and upon appeal.

24.20 Approval of Association Lawsuits. Notwithstanding anything herein contained to the contrary, the Board shall be required, at a duly called meeting of the Members at which a quorum is present, to obtain the approval of the Owners of three-fourths (3/4) of all of the Lots in RESIDENCES OF WATERCOLOR PLACE PHASE 1 NORTH prior to the payment of legal or other fees or costs to persons or entities engaged by the Association for the purpose of suing or making, preparing or investigating any lawsuit, or commencing any lawsuit except for claims or lawsuits between the Association and Owners or the Association and Association vendors, including but not limited to:

24.20.1 The collection of Assessments and foreclosure of liens for Assessments;

24.20.2 The collection of other charges which Owners are obligated to pay pursuant to this Declaration, the Articles or Bylaws, such as Abatement or Enforcement Costs;

24.20.3 Any claim brought under Sections 11, 12, 19, 20 or any other Section herein creating an obligation of Owners;

24.20.4 In an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Areas or to the Owner(s) (the imminent expiration of a statute of limitation shall not be deemed an emergency obviating the need for the requisite vote);

24.20.5 Filing a compulsory counterclaims, joining or otherwise in bankruptcy proceedings, mortgage foreclosure proceedings, and the like;

24.20.6 Vendor contract claims, such as terminations, breach or enforcement thereof; or

24.20.7 At any time prior to the Turnover Date, any Lot Member, or Owner does not comply with the terms of the Declaration, and either:

24.20.7.1 less than three (3) Members volunteer and qualify for appointment by the Board to form a fine and suspension committee; or

24.20.7.2 the Board is prevented for any reason from forming a fine and suspension committee in accordance with Section 720.305, Florida Statutes, and Section 20 of the Declaration, as amended from time to time; or

24.20.7.3 a fine and suspension committee is prevented for any reason from conducting hearings in accordance with Section 720.305, Florida Statutes, and Section 20 of the Declaration, as amended from time to time.

24.20.8 Except for the types of claims or actions as provided for in Section 24.20 or as listed above, prior to filing the lawsuit, it shall be a material condition precedent to the institution of any lawsuit that: (i) the party or parties bringing same shall have first given written notice to the Declarant or other party against whom relief or recovery is sought (the "**Defendant**") of the specific matter complained of and what action steps are necessary to cure or correct same, and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable matter(s) and the time necessary to correct same) in which to cure or correct the applicable matters, and (iii) if the Defendant does not cure same as provided for herein, then the Association may file the lawsuit without holding a meeting of the Members to reasonably consider its Attorney Statement Letter. The Attorney Statement Letter shall be a letter obtained by the Association from its legal counsel, which letter opines as to the following: (a) the likelihood for success by the Association of the lawsuit and all matters contained therein, and (b) the total cost of litigation (and all matters related thereto) and how the imposition of Assessments by the Association to pay for such costs of litigation will affect each Owner.

24.21 Singular Word Use Intended to Apply to Cumulative Group of Like Persons: Guests, Invitees, Occupants, Family Members, Residents, Lessees, Tenants, Licensees. (1)(a) Any use of the word guest, occupant, invitee, family member, relative, or resident, etc., in the Governing Documents shall cumulatively mean all of the such listed parties. For example, a provision that identifies an Owner's invitees, family members, or residents, shall not just be limited to those parties, but shall also mean and equally apply to an Owner's occupants, guests, friends, and relatives additionally. (b) For any lessee, tenant, occupant, or resident of a Lot or Home, any use of the word Owner shall also apply to the tenant, occupant, resident or lessee, cumulatively as a group, with regard to enforcement remedies, use restrictions, easements, District provisions, and maintenance obligations. (c) For purposes of this provision, employees, licensees, vendors, contractors, subcontractors, customers, or clients, etc., and the like, are considered Invitees or Licensees of the Lot/Home. (2) The purpose of this provision is to disregard differentiation in word use, application, or treatment in certain Governing Document Provisions, as on the whole, the Governing Document provisions intended to reference a particular type of group or similar types of people in that group, i.e., an Owner's occupant, family member, resident, guest, friend, relative, or invitee, etc., must follow the parking provisions also. Though there may be different word use to define similar groups when it comes to (i) occupants, residents, invitees, family members, relatives, and guests (and the like) of an Owner; (ii) lessees or tenants (and the like) of an Owner; (iii) occupants, residents, invitees, family members, relatives, and guests, (and the like) of a tenant or lessee; and (iv) employees, vendors, licensees, contractors, subcontractors, vendors, customers, or clients (and the like), of either an Owner or a tenant/lessee; the use will apply to the whole class of intended people, regardless of word use; disparate word use across provisions is not indicative of any specific intent. The Governing Documents did not intend to create variation in application or treatment among related groups, even though word use may slightly differ from provision to provision when referring to those groups. Word use as to the aforementioned types of people and types of related groups will have cumulative application to the whole group with this provision. This provision will disregard differences in unintended syntax and use variations across provisions, when that use of related words is clearly intended to describe the class of persons previously listed in this provision.

24.22 Owner Grants Indemnity to Association and All Owners. Each Owner agrees to indemnify and hold harmless the Declarant, the Association, the CDD and their 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 property or 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 an owners act or omission regarding any of the provisions in the governing documents, including but not limited to Owner's pet, their guests' pet(s), including, without limitation, actions of Owner's pets or their guests' pet(s), damages as a result of Owner's pet or their guest(s) pets, including but not limited to use of the Common Areas by Owners, their pets, their guests' pets, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, 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. An Owner whose pet causes damages to person or property in the community shall be responsible for same, and same shall be charged as an Individual Assessment against the owner, when incurred.

24.23 Notices and Disclaimers as to Water Bodies, Common Areas, and Other Matters. Neither Declarant the Association, nor any of their officers, directors, Members, committee members, employees, agents, management agents, contractors or subcontractors(collectively, the "**Listed Parties**") shall be liable or responsible for maintaining or assuring the safety, water quality or water level of/in any lake, pond, canal, creek, stream or other water body within the Property, except as such responsibility may be specifically imposed by, or contracted for, with an applicable governmental or quasi-governmental agency or authority. Further, none of the Listed Parties shall be liable for any property damage, personal injury or death occurring in, or otherwise related to, any water body, all persons using same doing so at their own risk. All Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of such property, to have agreed to release the listed parties from all claims for any and all changes in the quality and level of the water in such bodies. All persons are hereby notified that from time to time alligators, snakes, mice and other wildlife may inhabit or enter into water bodies, Common Property, Common Areas, Lots or dwelling units within or near the Property 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 or insure against, any death, injury or damage caused by such wildlife. The Listed Parties shall not be liable or responsible for maintaining or assuring the safety of, or to provide supervisory personnel for any lake, recreation area, nature area or any other component of the Common Areas or the RESIDENCES AT CROSSCREEK, except as such responsibility may be specifically imposed by, or contracted for with, an applicable governmental or quasi-governmental agency or authority. Any Owner or individual using such areas shall do so at his/her own risk and hereby for himself/herself and his/her family members, tenants, and guests, agrees to indemnify and hold the Listed Parties harmless from and against any and all claims or losses, property damage, personal injury or death arising from such use.

24.24 Agricultural Disclaimer. Lands within the state of Florida, including RESIDENCES AT CROSSCREEK, have historically been widely used for agricultural purposes and continue to be used for such purposes. All or part of the property on which the RESIDENCES AT CROSSCREEK is being developed is known to have been used at some time for agricultural purposes, which, in almost all cases, would have involved the use of some forms of pesticides, herbicides, fertilizers or other agricultural agents. Remnants of these compounds and their derivatives, including, without limitation, phosphates, nitrates, nitrites, arsenic, chromium, lead and pesticides are most certainly present in the soil and water within former agricultural areas and exposure to these agents may present potential health risks. Exposure to these agents may occur through contact with the soil and groundwater. No ground disturbance, digging or excavation of eighteen inches or more deep shall be permitted on a Lot or anywhere within the RESIDENCES AT CROSSCREEK without prior approval of the ACC and same shall be conducted in conformity with all ACC rules regarding digging and excavation. All persons, but especially infants, children, and women who are pregnant or may become pregnant, should not be exposed to soil or water of unknown content.

24.25 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building or Home in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

## 25. Surface Water Management System.

25.1 Compliance with Manatee County, Florida, and Southwest Florida Water Management District (SWFWMD). Each Owner is hereby notified that the RESIDENCES OF CROSSCREEK is subject to the requirements of Surface Water Management Permit(s) issued by SWFWMD. Each property Owner within the RESIDENCES AT CROSSCREEK at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system, approved and on file with SWFWMD. No construction activities may be conducted relative to any portion of the surface water management system facilities without the prior approval of the District and the Association and SWFWMD. The term "surface water management system facilities" is hereby defined to include, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The surface water management system facilities are located on land designated as common areas on

the plat of CROSSCREEK, Phase I-A. These facilities are owned and managed by the District, as dedicated to the District on the above Plat. The Association also has easements in its favor over many of these lands and facilities, for their management and additional maintenance. Prohibited activities include, but are not limited to: the removal of littoral shelf vegetation (including cattails) from wet detention ponds; digging or excavation; depositing fill, debris or any other material or item; constructing or altering a water control structure; or any other construction to modify the surface water management system facilities. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. SWFWMD shall have the right to take enforcement actions to enforce the terms hereof, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. In the event the Association is dissolved or otherwise fails to maintain the surface water management system facilities in accordance with the applicable permits and regulations, SWFWMD, upon reasonable notice and hearing, may enter the Common Areas for the purpose of maintaining same. The cost of such maintenance by the SWFWMD shall be assessed pro-rata against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefor from the SWFWMD, and if unpaid at the end of such period shall become a lien on the Lots. Alternatively, at the option of the SWFWMD, and subject to the limitations provided for herein, if the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the original Environmental Resource Permit unless and until an alternate entity assumes responsibility. Notwithstanding any other provision in this Declaration to the contrary, neither this Section nor any provision of this Declaration affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities may be amended without the prior written consent of SWFWMD.

25.2 During the original construction of the surface water system, sedimentation and erosion control measures were used in compliance with the codes and ordinances of the County. The contractor was responsible to install and maintain the sedimentation barriers throughout the duration of the construction.

25.3 The District shall maintain the surface water management system for the RESIDENCES AT CROSSCREEK (including removal of any exotic and nuisance species from littoral zones, any periodic dredging and silt removal from storm-water retention areas) in compliance with all applicable regulations of the County and SWFWMD, and other governmental authorities with jurisdiction over the RESIDENCES AT CROSSCREEK.

25.4 The District shall provide all storm water data collection and reporting required by the County, SWFWMD, or other governmental authorities with jurisdiction.

25.5 Nothing set forth herein shall be construed to abrogate the District's responsibility to operate and maintain the surface water management system in compliance with all applicable regulations of the County, SWFWMD or other governmental authorities with jurisdiction.

25.6 No fishing shall be permitted within any of the lakes within the RESIDENCES AT CROSSCREEK, unless specifically approved by the Association.

25.7 No Owner of property within the RESIDENCES AT CROSSCREEK may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded Plat of the subdivision, unless prior approval is received from SWFWMD.

25.8 Each Owner of a Lot within the RESIDENCES AT CROSSCREEK at the time of constructions of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD.

26. Compliance with County Code. The following provisions are mandated by the Code and are applicable to the RESIDENCES AT CROSSCREEK.

26.1 Alternate Maintenance by County. In the event the Association fails to maintain the Common Areas in reasonable order and condition in accordance with applicable governmental approvals, the provisions of the Code allow for the County, upon specified notice and hearing, to enter the Common Areas for the purpose of maintaining

same. The cost of such maintenance by the County shall be assessed pro-ratedly against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefor from the County, and if unpaid at the end of such period shall become a lien on the Lots.

26.2 Further Disposition of Common Areas. With respect to such portions of the Common Areas or any interest therein that may be deemed required common open space under applicable governmental regulations, subsequent to the conveyance to the Association, there shall be no further disposition of such Common Areas that is real property by sale, dissolution of the Association or otherwise, except to an organization conceived and organized to own and maintain such property without first offering to dedicate the same to the County or other appropriate governmental agency.

26.3 Disturbance of Common Property. No portion of the Common Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of both the Association and the Director of Building and Development Services Department of Manatee County, or such successor agency as may assume the duties of that department.

26.4 Right of Entry by County. A right of entry upon the Common Areas is hereby granted to the County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel, and firefighting personnel, and to governmental suppliers of utilities, while in pursuit of their duties. The right of entry will be governed by a Right of Entry and Compliance with the County's Code, attached hereto as Exhibit 6.

26.5 Compliance with Law. Notwithstanding any other provision of this Declaration to the contrary, there shall be no violation of federal, state or local law permitted within the RESIDENCES AT CROSSCREEK.

26.6 Required Materials. The Code mandates certain documents be submitted to the Planning Director of the County, which documents must be reviewed and approved by the Planning Director and, once approved, said documents must be recorded as part of the documentation for the RESIDENCES AT CROSSCREEK. The following described documents have been submitted, reviewed and approved by the Planning Director in accordance with the Code, and are attached hereto as exhibits in compliance with the Code:

26.6.1 Attached hereto as Exhibit 1 is a legal description of the Initial Property.

26.6.2 Attached hereto as Exhibit 2 are the Articles of Incorporation of the Residences at CrossCreek Homeowners Association, Inc.

26.6.3 Attached hereto as Exhibit 3 are the Bylaws for the Residences at CrossCreek Homeowners Association, Inc.

26.6.4 Attached hereto as Exhibit 4 is the Notice to Buyer that will be given to prospective buyers.

26.6.5 Attached hereto as Exhibit 5 is a List of Holdings of both the Community Development District and the Association, which include common areas, as set forth on the Plat, to be maintained by the District and the Association.

26.6.6 Attached hereto as Exhibit 6 is a Manatee County Right of Entry for the maintenance and repair of County-owned utility systems within the Initial Property.

26.6.7 Attached hereto as Exhibit 7 is a Fiscal Program for the Association. The Fiscal Program reflects funds estimated to be adequate for the maintenance of the Common Property under the control of the Association.

26.6.8 Attached hereto as Exhibit 8 is a Maintenance Program for the maintenance of all major facilities under the supervision of the Association.

26.7 Limitation. The Maintenance Program and Fiscal Program are estimates only, prepared by the Declarant based upon its experience, and reviewed and approved by the Planning Director of the County. The actual Maintenance Program will be as determined by the Association in accordance with this Declaration, and the actual budget and amount of Assessments will be as determined by the Association in accordance with this Declaration. All amounts reflected on the Fiscal Program are estimates only, based on currently anticipated costs without taking into consideration the fluctuating purchasing power of the United States dollar. Such amounts can reasonably be expected to fluctuate with time, the economy, market conditions and in response to actual (as opposed to estimated or assumed) experience, unexpected circumstances, and specific services and levels of service determined by the Association. There is no guarantee, representation or warranty, either express or implied, by either the Declarant or the County of the figures contained in the Fiscal Program, nor is the Maintenance Program represented or warranted as representative of the actual maintenance that will be required. No one to whom the precision of these figures or programs is of any consequence should enter a purchase agreement to acquire a Lot in the RESIDENCES AT CROSSCREEK except with a full understanding of the purpose and name of such materials.

26.8 Limitation on Amendment. Notwithstanding any other provision in this Declaration to the contrary, neither this Section 26 nor any provisions of this Declaration directly affecting this Section 26 may be amended without the written consent of the County.

27. Community Irrigation Program. At the time of recordation of this Declaration, reclaimed irrigation water is not yet available from Manatee County in the RESIDENCES AT CROSSCREEK, which reclaimed water might be the major source of irrigation water for the community.

27.1 The Declarant and the District, however, are working with an experienced irrigation utility provider (the "Water Company") to try to achieve several objectives:

27.1.1 Although reclaimed water is not presently available from the County, the Water Company will research and determine the necessary measures to obtain such water, including any permits, agreements, etc. that will be needed, as well as the physical project to extend the County's present reclaimed irrigation mains to reach the RESIDENCES AT CROSSCREEK.

27.1.2 It is the intention of the Declarant, the District and the Association that the Water Company will own and work from a small plot at the northwestern corner of Tract J, as the central distribution station for irrigation water to be provided throughout the RESIDENCES AT CROSSCREEK. The Water Company will endeavor to determine and implement the measures and physical work necessary to bring the County's reclaimed water to this central irrigation plot. With the encouragement and cooperation of the Declarant and the District, the Water Company is actively working to develop and achieve a physical program so that reclaimed water can become the major source of irrigation water for the RESIDENCES AT CROSSCREEK.

27.1.3 In the meantime, and with no guarantee or promise that the above efforts will be successful, it is the intention of the Declarant and the District that the Water Company shall have and operate an irrigation pump station, situated on a small plot at the northwestern corner of Tract J, and shall provide irrigation water throughout the RESIDENCES AT CROSSCREEK, drawing water from the adjoining pond, and with a possible supplemental or recharge well on the same plot.

27.1.4 The Water Company shall own, operate, maintain, control and be responsible for that central irrigation pump station and attendant facilities, and shall be responsible to provide irrigation water for the Common Areas and individual Lots throughout the RESIDENCES AT CROSSCREEK.

27.1.5 From the above central irrigation pump station, irrigation water shall be pumped through the community's Common Area Irrigation System, to serve both those Common Areas as well as the individual Lots. Responsibility to own and maintain and operate the Common Area Irrigation System may be taken by either the Water Company or the District, as they shall mutually determine.

27.1.6 The Association shall be responsible for payment to the Water Company of the cost to provide irrigation water, and responsible to the Water Company or the District for the cost to distribute



irrigation water to the Common Areas and to the individual Lots, depending on which entity shall own and maintain the Common Area Irrigation System.

27.1.7 If the Declarant and the Water Company and the District are successful in securing the provision of reclaimed water from the County to the Water Company's pump station, for distribution throughout the RESIDENCES AT CROSSCREEK, the Association shall also be responsible to pay the Water Company for the provision of such reclaimed water.

27.1.8 The Declarant and the District shall work with the Water Company, and support the Water Company's efforts to obtain or revise whatever Water Use Permit(s) are required by SWFWMD for the Water Company's provision of irrigation water, whether groundwater pumped from the pond at the Water Company's central station and/or reclaimed water that may be obtained from Manatee County.

27.1.9 Unless and until reclaimed water is able to be obtained from the County, which provision is not guaranteed or certain at the time of the recordation of this Declaration, the Water Company shall provide irrigation water to serve the Common Areas and the Lots by pumping from the pond adjoining the central pump station.

28. Lot Maintenance Services.

28.1 Lot Maintenance Services. Developer, and after the Turnover Date, the Association, in their discretion may elect that the Association provide from time to time certain Lot Maintenance Services. The Association may elect to provide (a) lawn maintenance, such as by way of example, mowing, fertilizing, yard pest control, tree trimming, landscape maintenance or other similar services; and (b) Lot irrigation and watering schedules, which schedules shall be mandated by the Association and paid for by the Lot Owners. Notwithstanding anything to the contrary herein, any and all costs and expenses of any Lot Maintenance Services which is caused or necessitated by any act or omission, of any nature whatsoever, by any Owner, including his agents, assigns, guests, or invitees, shall be a personal liability of the Owner in the form of an Individual Assessment to be paid directly by the Owner to the Association and shall be a continuing lien upon his Lot until paid.

28.1.1 The election to have the Association provide or discontinue the Lot Maintenance Services shall be made by the Developer, and after the Turnover Date, by the Association. The Association shall have a non-exclusive, perpetual easement on, over, under and across all Common Areas and Lots in the RESIDENCES AT CROSSCREEK for use by the Association in any way whatsoever to reasonably perform the afore-mentioned Lot Maintenance Services.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 18<sup>th</sup> day of October, 2023.

**WITNESSES:**

[Signature]  
Witness 1 Signature

Charles M. Beruff  
Witness 1 Printed Name

[Signature]  
Witness 2 Signature

Jura Zibus  
Witness 2 Printed Name

**"DECLARANT"**

Land Experts, Inc., a Florida corporation, as Trustee for  
The Parrish Land Trust under land trust agreement dated  
December 20, 2016,

By: [Signature]

Name: Carlos M. Beruff

Title: President

[Company Seal]

STATE OF FLORIDA )

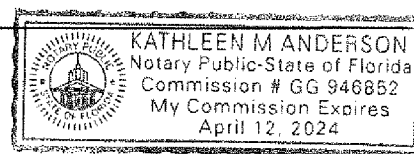
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization  
this 18 day of October, 2023 by Charles M. Beruff, as President of Land Experts, Inc., a Florida corporation, as  
Trustee for The Parrish Land Trust under land trust agreement dated December 20, 2016, on behalf of the corporation,  
who is personally known to me.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large

Print Name



## JOINDER

Residences at Crosscreek Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association") does hereby join in this COMMUNITY DECLARATION FOR RESIDENCES AT CROSSCREEK (this "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14<sup>th</sup> day of October, 2023.

**WITNESSES:**

  
Witness 1 Signature

Charles McQuinn  
Witness 1 Printed Name

Witness 2 Signature

Jura Zibas

Witness 2 Printed Name

## “ASSOCIATION”

Residences at Crosscreek Homeowners Association, Inc., a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: Carlos M. Beruff  
Title: President

[Corporate Seal]

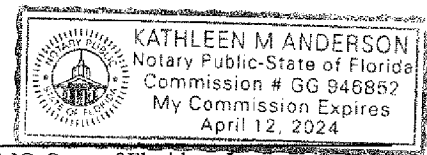
STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18 day of October, 2023 by Charles M. Beruff, as President of Residences at Crosscreek Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: \_\_\_\_\_





JOINDER OF CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes ("CDD") does hereby join in this COMMUNITY DECLARATION FOR RESIDENCES AT CROSSCREEK (this "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The CDD agrees this Joinder is for the purpose of subjecting any lands within RESIDENCES AT CROSSCREEK (as defined in the Declaration) to the terms of this Declaration that are applicable to The CDD, which shall run with such lands. Further, The CDD agrees this Joinder also is for the purpose of evidencing The CDD's acceptance of the rights, responsibilities and obligations of The CDD provided in the Declaration.


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19<sup>th</sup> day of October, 2023.

WITNESSES:

  
Witness 1 Signature  
Sara Zibay  
Witness 1 Printed Name

  
Witness 2 Signature  
Kathleen M Anderson  
Witness 2 Printed Name

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


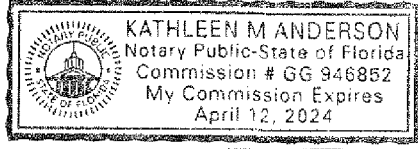
By:   
Name: Charles Tokarz  
Title: Chairman

[Company Seal]

STATE OF FLORIDA                    )  
COUNTY OF SARASOTA            )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of October, 2023 by Charles Tokarz, as Chairman of CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes on behalf of the District, who is personally known to me.

My commission expires:

  
  
NOTARY PUBLIC, State of Florida at Large

Print Name: \_\_\_\_\_

**EXHIBIT 1**

**LEGAL DESCRIPTION**

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CROSSCREEK PHASE 1A  
(PLAT)

DESCRIPTION: A parcel of land lying in Sections 4 and 5, Township 34 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 4, run thence along the North boundary of the Northwest 1/4 of the Northwest 1/4 of said Section 4, N.89°55'58"E., 1329.95 feet to the Northeast corner of said Northwest 1/4 of the Northwest 1/4 of Section 4; thence along the East boundary of said Northwest 1/4 of the Northwest 1/4 of Section 4, S.00°07'48"E., 33.00 feet to a point on the South maintained right-of-way line of GOLF COURSE ROAD; thence along said South maintained right-of-way line lying 33.00 feet South of and parallel with the aforesaid North boundary of the Northwest 1/4 of the Northwest 1/4 of Section 4, S.89°55'58"W., 13.72 feet to the POINT OF BEGINNING; thence S.00°03'03"W., 307.17 feet; thence S.60°00'00"W., 455.30 feet to a point on a curve; thence Southerly, 608.92 feet along the arc of a curve to the right having a radius of 656.00 feet and a central angle of 53°11'00" (chord bearing S.03°24'30"E., 587.29 feet) to a point of tangency; thence S.23°11'00"W., 255.00 feet to a point of curvature; thence Southerly, 158.44 feet along the arc of a curve to the left having a radius of 944.00 feet and a central angle of 09°37'00" (chord bearing S.18°22'30"W., 158.26 feet) to a point of tangency; thence S.13°34'00"W., 275.00 feet to a point of curvature; thence Southwesterly, 753.20 feet along the arc of a curve to the right having a radius of 1056.00 feet and a central angle of 40°52'00" (chord bearing S.34°00'00"W., 737.34 feet) to a point of tangency; thence S.54°26'00"W., 103.49 feet to a point on a curve; thence Southeasterly, 5.03 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 11°32'13" (chord bearing S.29°47'53"E., 5.03 feet) to a point of tangency; thence S.35°34'00"E., 0.48 feet; thence S.54°26'00"W., 50.00 feet; thence N.35°34'00"W., 0.48 feet to a point of curvature; thence Northwesterly, 5.03 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 11°32'13" (chord bearing N.41°20'07"W., 5.03 feet); thence S.54°26'00"W., 95.02 feet; thence S.35°34'00"E., 139.40 feet; thence S.75°30'00"E., 369.19 feet; thence S.12°39'00"W., 220.83 feet to a point on a curve; thence Southerly, 152.45 feet along the arc of a curve to the left having a radius of 65.00 feet and a central angle of 134°22'39" (chord bearing S.01°00'40"E., 119.83 feet); thence S.21°48'00"W., 110.00 feet; thence S.72°48'00"E., 34.08 feet; thence S.81°59'00"E., 76.83 feet; thence S.08°01'00"W., 33.70 feet; thence S.05°06'00"W., 75.59 feet; thence S.02°18'00"W., 75.59 feet; thence S.00°37'00"E., 81.89 feet; thence S.03°39'00"E., 122.67 feet; thence

S.12°00'00"E., 50.00 feet; thence S.78°00'00"W., 43.64 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.33°00'00"W., 35.36 feet) to a point of tangency; thence S.12°00'00"E., 194.00 feet to a point of curvature; thence Southeasterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.57°00'00"E., 35.36 feet); thence S.12°00'00"E., 539.38 feet; thence WEST, 704.57 feet; thence N.56°54'22"W., 261.69 feet; thence N.68°18'06"W., 76.01 feet; thence N.74°02'00"W., 70.48 feet; thence N.85°24'30"W., 910.06 feet; thence N.29°00'00"W., 638.83 feet; thence N.89°00'00"W., 437.65 feet; thence N.53°46'05"W., 112.00 feet; thence N.89°53'14"W., 546.67 feet to a point on the East maintained right-of-way line of FORT HAMER ROAD; thence along said East maintained right-of-way line, N.00°06'46"E., 629.90 feet; thence S.84°37'46"E., 147.06 feet; thence S.73°55'14"E., 72.00 feet; thence S.55°45'39"E., 32.00 feet; thence S.13°56'28"E., 88.50 feet; thence S.41°52'42"E., 14.30 feet; thence S.71°52'42"E., 90.00 feet; thence S.27°30'44"E., 32.50 feet; thence S.05°27'15"E., 107.49 feet; thence S.71°55'05"E., 42.08 feet to a point on a curve; thence Southeasterly, 281.64 feet along the arc of a curve to the right having a radius of 592.50 feet and a central angle of 27°14'05" (chord bearing S.58°17'29"E., 278.99 feet) to a point of tangency; thence S.44°40'26"E., 44.38 feet to a point on a curve; thence Northeasterly, 177.85 feet along the arc of a curve to the right having a radius of 536.00 feet and a central angle of 19°00'41" (chord bearing N.64°13'38"E., 177.04 feet) to a point of tangency; thence N.73°43'58"E., 402.04 feet to a point of curvature; thence Northeasterly, 149.06 feet along the arc of a curve to the left having a radius of 464.00 feet and a central angle of 18°24'22" (chord bearing N.64°31'47"E., 148.42 feet) to a point of tangency; thence N.55°19'36"E., 4.36 feet to a point of curvature; thence Northerly, 37.73 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 86°27'38" (chord bearing N.12°05'47"E., 34.25 feet); thence N.31°04'51"W., 6.08 feet; thence N.58°55'09"E., 70.00 feet to a point on a curve; thence Easterly, 8.16 feet along the arc of a curve to the left having a radius of 5.00 feet and a central angle of 93°29'42" (chord bearing S.77°49'42"E., 7.28 feet); thence N.55°25'27"E., 413.96 feet to a point of curvature; thence Easterly, 659.21 feet along the arc of a curve to the right having a radius of 656.00 feet and a central angle of 57°34'33" (chord bearing N.84°12'44"E., 631.82 feet) to a point of tangency; thence S.67°00'00"E., 7.94 feet to a point of curvature; thence Easterly, 7.51 feet along the arc of a curve to the left having a radius of 5.00 feet and a central angle of 86°03'08" (chord bearing N.69°58'26"E., 6.82 feet); to a point of reverse curvature; thence

Northeasterly, 217.66 feet along the arc of a curve to the right having a radius of 881.00 feet and a central angle of 14°09'20" (chord bearing N.34°01'32"E., 217.11 feet) to a point on a curve; thence Northwesterly, 3.97 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 09°05'42" (chord bearing N.42°42'09"W., 3.96 feet); thence N.42°45'00"E., 50.00 feet to a point on a curve; thence Southeasterly, 3.97 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 09°05'42" (chord bearing S.51°47'51"E., 3.96 feet) to a point on a curve; thence Northeasterly, 154.33 feet along the arc of a curve to the right having a radius of 881.00 feet and a central angle of 10°02'12" (chord bearing N.49°24'54"E., 154.13 feet); thence N.35°34'00"W., 1200.00 feet; thence N.53°34'00"W., 298.13 feet to a point on the South boundary of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the aforesaid Section 5; thence along said South boundary of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 5, S.89°30'35"E., 209.07 feet to the Southwest corner of the East 1/2 of said Northeast 1/4 of the Northeast 1/4 of Section 5; thence along the South boundary of said East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 5, S.89°33'50"E., 559.21 feet to the Southwest corner of the West 1/2 of the West 1/2 of the aforesaid Northwest 1/4 of the Northwest 1/4 of Section 4; thence along the South boundary of said West 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 4, N.89°57'02"E., 333.62 feet to the Southeast corner of said West 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 4; thence along the East boundary of said West 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 4, N.00°02'07"E., 1299.75 feet to a point on the aforesaid South maintained right-of-way line of GOLF COURSE ROAD; thence along said South maintained right-of-way line of GOLF COURSE ROAD lying 33.00 feet South of and parallel with the aforesaid North boundary of the Northwest 1/4 of the Northwest 1/4 of Section 4, N.89°55'58"E., 983.98 feet to the POINT OF BEGINNING.

Containing 129.491 acres, more or less.

CRO-PT-008

P:\CROSSCREEKMANATTE\LEGAL\GAMBLECREEK-PH1A-P

WFS

RWM

January 19, 2005

(REVISED) March 28, 2007



Together with

CROSS CREEK, PHASE 1B AMD 1C

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N.89°55'58"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 332.28 FEET; THENCE S.00°04'02"E., A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF THE ADDITIONAL RIGHT OF WAY DEDICATED BY THE CROSS CREEK PHASE I-A SUBDIVISION, RECORDED IN PLAT BOOK 53, PAGE 97, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89°55'58"E., ALONG THE NORTH LINE OF SAID ADDITIONAL RIGHT OF WAY, A DISTANCE OF 983.95 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°55'59"E., ALONG THE SOUTH RIGHT OF WAY LINE OF GOLF COURSE ROAD (66 FEET WIDE), AS SHOWN IN SAID SUBDIVISION AND THE SOUTH LINE OF THE ROAD RIGHT OF WAY FOR GOLF COURSE ROAD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 785, PAGE 289, SAID PUBLIC RECORDS, A DISTANCE OF 35.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN "PARCEL ONE" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1399, PAGE 5984, SAID PUBLIC RECORDS; THENCE S.00°03'03"W., ALONG THE WEST LINE OF SAID "PARCEL ONE" AND THE WEST LINE OF THAT CERTAIN "PARCEL TWO" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1322, PAGE 3592, A DISTANCE OF 2632.03 FEET TO THE SOUTHWEST CORNER OF SAID "PARCEL TWO"; THENCE S.89°59'03"E., ALONG THE SOUTH LINE OF SAID "PARCEL TWO," A DISTANCE OF 43.24 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1170, PAGE 5, SAID PUBLIC RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS BOOK 1170, PAGE 5: (1) S.01°39'22"W., A DISTANCE OF 475.25 FEET; THENCE (2) S.89°59'00"E., A DISTANCE OF 524.89 FEET; THENCE (3) S.00°04'21"W., A DISTANCE OF 893.18 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2373, PAGE 5295, SAID PUBLIC RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL OF LAND IN OFFICIAL RECORDS BOOK 2373, PAGE 5295: (1) N.89°55'39"W., A DISTANCE OF 502.28 FEET; THENCE (2) S.50°13'00"W., A DISTANCE OF 172.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, A CHORD BEARING N.40°27'00"W., 13.38 FEET AND A CENTRAL ANGLE OF 01°20'00"; THENCE (3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.38 FEET; THENCE (4) S.48°53'00"W., A DISTANCE OF 480.16 FEET; THENCE (5) S.90°00'00"W., A DISTANCE OF 189.84 FEET TO THE SOUTHEAST CORNER OF TRACT "M," SAID CROSS CREEK I-A SUBDIVISION; THENCE THE FOLLOWING THIRTY-TWO (32) COURSES ALONG THE EASTERLY BOUNDARY LINE OF SAID

SUBDIVISION: (1) N.12°00'00"W., A DISTANCE OF 539.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING N.57°00'00"W., 35.36 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE (3) N.12°00'00"W., A DISTANCE OF 194.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING N.33°00'00"E., AND A CENTRAL ANGLE OF 90°00'00"; THENCE (4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE (5) N.78°00'00"E., A DISTANCE OF 43.64 FEET; THENCE (6) N.12°00'00"W., A DISTANCE OF 50.00 FEET; THENCE (7) N.03°39'00"W., A DISTANCE OF 122.67 FEET; THENCE (8) N.00°37'00"W., A DISTANCE OF 81.89 FEET; THENCE (9) N.02°18'00"E., A DISTANCE OF 75.59 FEET; THENCE (10) N.05°06'00"E., A DISTANCE OF 75.59 FEET; THENCE (11) N.08°01'00"E., A DISTANCE OF 33.70 FEET; THENCE (12) N.81°59'00"W., A DISTANCE OF 76.83 FEET; THENCE (13) N.72°48'00"W., A DISTANCE OF 34.08 FEET; THENCE (14) N.21°48'00"E., A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING N.01°00'40"W., 119.83 FEET AND A CENTRAL ANGLE OF 134°22'39"; THENCE (15) NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 152.45 FEET; THENCE (16) N.12°39'00"E., A DISTANCE OF 220.83 FEET; THENCE (17) N.75°30'00"W., A DISTANCE OF 369.19 FEET; THENCE (18) N.35°34'00"W., A DISTANCE OF 139.40 FEET; THENCE (19) N.54°26'00"E., A DISTANCE OF 95.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S.41°20'07"E., 5.03 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE (20) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.03 FEET; THENCE (21) S.35°34'00"E., A DISTANCE OF 0.48 FEET; THENCE (22) N.54°26'00"E., A DISTANCE OF 50.00 FEET; THENCE (23) N.35°34'00"W., A DISTANCE OF 0.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING N.29°47'53"W., AND A CENTRAL ANGLE OF 11°32'13"; THENCE (24) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.03 FEET; THENCE (25) N.54°26'00"E., A DISTANCE OF 103.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1056.00 FEET, A CHORD BEARING N.34°00'00"E., AND A CENTRAL ANGLE OF 40°52'00"; THENCE (26) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 753.20 FEET; THENCE (27) N.13°34'00"E., A DISTANCE OF 275.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 944.00 FEET, A CHORD BEARING N.18°22'30"E., AND A CENTRAL ANGLE OF 09°37'00"; THENCE (28) NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.44 FEET; THENCE (29) N.23°11'00"E., A DISTANCE OF 265.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 656.00 FEET, A CHORD BEARING N.03°24'30"W., AND A CENTRAL ANGLE OF 53°11'00"; THENCE (30) NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 608.92 FEET; THENCE (31) N.60°00'00"E., A DISTANCE OF 455.30 FEET; THENCE (32) N.00°03'03"E., A DISTANCE OF 307.17 FEET TO THE POINT OF BEGINNING,

BEING AND LYING IN SECTION 4, TOWNSHIP 34, RANGE 19, MANATEE  
COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS  
OF RECORD, IF ANY.

**EXHIBIT 2**

**ARTICLES OF INCORPORATION**  
**OF**  
**RESIDENCES AT CROSSCREEK HOMEOWNERS ASSOCIATION,**  
**INC.**  
**(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

Oct-15-07

**NO7000010081**

Florida Department of State  
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Account Number : 071670002600  
Phone : (941)364-2481  
Fax Number : (941)364-2490

**FLORIDA PROFIT/NON PROFIT CORPORATION**

**THE RESIDENCES AT CROSSCREEK HOMEOWNERS ASSOCIATION, INC.**

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Oct-15-07 03:48pm From-Kirk Pinkerton SN#RC0-012326

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T-555 P.002/008 F-083

Fax Audit No. H07000255511 3

THIS DOCUMENT WAS PREPARED BY:

Sue A. Jacobson, Esq.  
KIRK PINKERTON, P.A.  
50 Central Avenue, Suite 700  
Sarasota, FL 34236

ARTICLES OF INCORPORATION  
OF  
THE RESIDENCES AT CROSSCREEK HOMEOWNERS ASSOCIATION, INC.  
(A Not-For-Profit Corporation)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617 Florida Statutes:

ARTICLE I  
NAME

The name of the corporation shall be THE RESIDENCES AT CROSSCREEK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). Its principal office shall be at 714 Manatee Avenue East, Bradenton, Florida 34208 or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II  
NOT-FOR-PROFIT CORPORATION

The Association is a not-for-profit corporation.

ARTICLE III  
DURATION

The period of duration of the Association is perpetual. Existence of the Association shall commence with the filing of these Articles with the Secretary of State.

ARTICLE IV  
PURPOSE

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration of Covenants, Conditions and Restrictions for The Residences at Cross Creek (the "Declaration").

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**Section 2. Necessary Powers.** The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

A. The power to levy and collect Assessments as set forth in the Declaration.

B. The power to expend monies assessed and collected for the purpose of paying the expenses of the Association, including without limitation costs and expenses of maintenance and operation of the property required to be maintained by the Association under the provisions of the Declaration and agreements to which the Association is a party (the "Association Property").

C. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Association Property.

D. The power to employ the personnel required for the operation and management of the Association and the Association Property.

E. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements as set forth in the Declaration.

F. Subject to applicable laws, ordinances and governmental regulation, the power to control and regulate the use of the Association Property.

G. The power to enforce by any legal means the provisions of these Articles, the By-Laws and the Declaration.

H. The power to borrow money and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.

I. The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair, monitoring and upkeep of the Association Property or the operation of the Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee. The power to delegate to the management agent, all of the powers and duties of the Association, except those matters which must be specifically approved by Members or the Board of Directors, as provided by the Declaration, these Articles of Incorporation, the By-Laws or applicable law.

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J. The power to appoint committees as the Board of Directors may deem appropriate.

K. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Members in violation of the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

L. Subject to the terms of the Declaration, the power to bring suits and to litigate on behalf of the Association.

M. The power to adopt, alter and amend or repeal the By-Laws of the Association as may be desirable or necessary for the proper management of the Association.

N. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in the name of the Association for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association. Nothing herein shall prohibit the Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing service rendered to the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

#### ARTICLE VI QUALIFICATIONS OF MEMBERSHIP

The qualifications for membership and the manner of admission shall be as provided by the By-Laws of the Association.

#### ARTICLE VII VOTING RIGHTS

The Members shall have the right to vote on Association matters as provided in the Declaration and By-Laws.

#### ARTICLE VIII LIABILITY FOR DEBTS



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Neither the Members nor the officers or directors of the Association shall be liable for the debts of the Association.

#### ARTICLE IX BOARD OF DIRECTORS

Section 1. The number of directors constituting the initial Board of Directors of the Association is three (3) and the names and addresses of the persons who will serve as the Initial Board of Directors of the Association are:

<u>Name</u>	<u>Address</u>
Britton H. Williams	714 Manatee Avenue East Bradenton, FL 34208
Frank L. Herold	714 Manatee Avenue East Bradenton, FL 34208
Bruce Reid	714 Manatee Avenue East Bradenton, FL 34208

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association, as are more fully set forth in the Declaration and the By-Laws of the Association.

Section 3. The method of election or appointment and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws of the Association.

#### ARTICLE X BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

#### ARTICLE XI CONSTRUCTION

These Articles of Incorporation and the By-Laws of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration,



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**ARTICLE XV  
INDEMNIFICATION**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities; including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XVI  
REGISTERED AGENT AND REGISTERED OFFICE**

The name of the initial registered agent shall be Britton H. Williams, and the street address of the registered office of the Association shall be 714 Manatee Avenue East, Bradenton, FL 34208.


IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 11<sup>th</sup> day of October, 2007.


  
Britton H. Williams, Incorporator

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, the undersigned authority personally appeared Britton H. Williams, known to me and known by me to be the person described in and who executed the foregoing and who acknowledged before me that he executed the same for the uses and purposes therein expressed. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 11<sup>th</sup> day of October, 2007.

NOTARY PUBLIC-STATE OF FLORIDA  
 Robin L. Neidert  
Commission # DD474693  
Expires: NOV 05, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

  
(\*Print Name of Notary Public) ROBIN L. NEIDERT  
Notary Public - State of Florida  
My Commission Expires: 05-Nov-2009  
My Commission Number: DD 474693

Oct-15-07 03:47pm From-Kirk Pinkerton SN#RCO-012326

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T-565 P.008/008 F-093

Fax Audit No. H07000255511 3

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

**IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED.**

**FIRST—THAT THE RESIDENCES AT CROSSCREEK HOMEOWNERS  
ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS  
OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 714  
MANATEE AVENUE EAST, BRADENTON, FLORIDA 34208.**

**SECOND—BRITTON H. WILLIAMS, 714 MANATEE AVENUE EAST,  
BRADENTON, FLORIDA 34208, AS ITS AGENT TO ACCEPT SERVICE OF  
PROCESS WITHIN FLORIDA.**

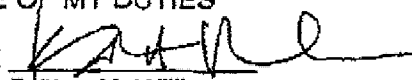
SIGNATURE

  
Britton H. Williams

DATE: 11-October, 2007

**HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS  
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER  
AGREE TO COMPLY WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE  
PROPER AND COMPLETE PERFORMANCE OF MY DUTIES**

SIGNATURE

  
Britton H. Williams

DATE: 11-October, 2007

**FILED**  
07 OCT 15 PM 12:25  
CLERK OF COURT  
MANATEE COUNTY  
FLORIDA

**EXHIBIT 3**

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
RESIDENCES AT CROSSCREEK  
HOMEOWNERS ASSOCIATION, INC.**

**SECOND AMENDED AND RESTATED BY-LAWS  
OF  
THE RESIDENCES AT CROSSCREEK HOMEOWNERS ASSOCIATION, INC.**

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Exhibit 2 to By-Laws — Nominating Committee Appendix

**SECOND AMENDED AND RESTATED BY-LAWS  
OF  
THE RESIDENCES AT CROSSCREEK HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS** Section 12.06(a) of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Residences at Crosscreek as recorded in the Official Records of Manatee County, Florida, Instrument No. 201741037617 provides that prior to turnover the Declarant has the right to amend the By-Laws.

**NOW, THEREFORE**, the Declarant amends the By-Laws as follows:

1. Name and Location. The name of the corporation is THE RESIDENCES AT CROSSCREEK HOMEOWNERS ASSOCIATION, INC. ("Association"). The Association's principal office shall be located in Florida, or at such other location determined by the Board of Directors (the "Board") from time to time, or as the Association's affairs require.

2. Definitions and Interpretation. All capitalized terms used herein that are not defined shall have the meaning set forth in the Community Declaration for CROSSCREEK. ("Declaration") recorded, or to be recorded, in the Public Records of Manatee County, Florida, and are incorporated herein by reference and made a part hereof.

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

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2022).

3. Members and Members' Meetings

3.1. Membership. The Association shall have two (2) classes of membership, Class A and Class B, as defined in the Declaration. The provisions of the Declaration pertaining to membership are incorporated herein by this reference. Members of this Association are referred to generally in these By-Laws as "Members" or "member".

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

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

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

as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.2.3. Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot. In the absence of such designation, it shall be the person who holds the President position in the official records of the secretary of state on the date of the vote.

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

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

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

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

3.3. Annual Meetings. The annual meeting of the members ("Annual Members Meeting" or "annual meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board. Until the Owners are entitled to elect a director or a majority of the directors, the holding of an annual meeting for the purposes of upholding the yearly statutory election shall not be necessary unless there is other member business properly taken up on the agenda.

3.4. Special Meetings of the Members. Special meetings of the members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of thirty percent (30%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.5. Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (14) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the general



purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.6. Waiver of Notice. A Member's attendance at any meeting constitutes a waiver by such Member of notice of the time, date, and place thereof, and of all defects in notice, unless an objection on the basis of lack of proper notice is raised at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

3.7. Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests, pursuant to Section 720.306(1)(a), Florida Statutes (2022). To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via real-time videoconferencing, or similar real-time electronic or video communication as long as the person can appear visually and be seen by other members in physical or virtual attendance. A member's attendance via real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, the Association must have a way for such member, when called upon, to be able to be heard by the Board or committee members attending in person as well as by any members present at the meeting. Notwithstanding the foregoing or any other provision of these By-Laws to the contrary, members may only attend and participate via real-time videoconferencing, or similar real-time electronic or video communication and count toward quorum, only if a majority of the Board approved such manner of attendance in writing at least fourteen (14) days prior to the meeting.

3.8. Continued Meetings. When the date, time, and place of a continued meeting is announced at the meeting, the Association shall not be required to provide any additional notice to Members.

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

3.10. Proxies. At all meetings, members may vote their Voting Interests in person, by proxy, in writing, by ballot, or by electronic vote, or any combination thereof. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2022), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Though an undelivered proxy expires 90 days after the meeting for which it was originally given, upon delivery to the secretary, proxies register a member's vote with the Association, unless and until that vote is revoked and/or a subsequent proxy is given. Every proxy shall be revocable prior to the meeting for which it is given. Proxies may not be used for electing members to the Board of Directors, as each member must vote his or her own ballot.

3.11. Voting Requirements. Members shall have such voting rights as are expressly set forth in these By-Laws, the Articles or the Declaration, which provisions are specifically incorporated by this reference. Except where these By-Laws, the Articles or the Declaration establish different voting requirements or expressly require the approval of Declarant or any other Person, the majority vote of those Members present and entitled to vote shall constitute the act of the membership. Only those Members shown as Members in good standing upon the Association's books are entitled to vote.

3.11.1. The following actions must be approved by two-thirds (2/3) of the total votes of each class of Members, present in person or by proxy and voting at a duly convened meeting at which a quorum is present, and by Declarant for so long as Declarant is a Member: (i) any mortgaging of the Association's property; (ii) any merger or consolidation of the Association; or (iii) any dissolution of the Association.

3.11.2. Any purchase of additional lands to be owned by the Association for the benefit of Owners or Members must be approved by two-thirds (2/3) of the total voting interests of the Members present in person or by proxy, at a meeting duly convened for such a purpose at which a quorum is present, and by Declarant for so long as Declarant is a Member.

4. Election and Appointment of Directors

4.1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) persons and no more than five (5) persons ("Director" or "Directors"). Directors appointed by the Declarant need not be members of the Association. Directors elected by Owners and Builders must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2022), Owners are entitled to elect one (1) Director (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for the Association are conveyed to Owners other than the Declarant, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining Directors may fill such vacancy. The Board of Directors may change the size of the Board at a duly noticed board meeting at least 30 days prior to an annual election, but under no circumstances may board seat terms be cut short, may standing directors receive a shortened term, or may a majority of directors be in the same election. The staggered scheme must always remain in tact.

4.2. Term of Office. Pre-Turnover, Directors shall serve one (1) year terms. Directors, prior to Turnover, are appointed by the Declarant, unless otherwise required by Florida Law. Beginning with Turnover, Directors shall serve 3-year staggered terms. Directors shall serve until replaced. The staggered term shall always remain in place, the seat shall always carry a three-year term, and a majority of the Directors shall not be up for vote in a single election. Starting at the Turnover meeting, in order to initially stagger the terms on the Board of Directors, the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the third highest number of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the Members shall elect one (1) Director for a term of three (3) years. In the event of a holdover Director, a Special Meeting may be called by the Members, in which case the Governing Document's election procedures will be triggered.

4.3. Removal and Resignation. Any vacancy created by the resignation or removal of a Director appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Director appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, a majority of the remaining Directors may fill such vacancy at a meeting or in writing. For the purposes of vacancy or removal, a quorum is not needed for appointment (even a sole remaining Director may appoint and fill the rest of the Board as a result of vacancies, without any quorum requirement). Should the Board only have a single remaining Director, such final serving Director's resignation will not be deemed effective until accepted by a majority of the Members present at a member's meeting called for such purpose. Properly elected Directors may be removed, only with the vote of a majority of the total Voting Interests according to the procedures contained in the Florida Statutes.

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

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

4.6. Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2022), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting. Unless otherwise specified, the Turnover shall serve as that calendar year's annual meeting.



4.7. Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. Should there be a significant amount of candidates interested in running for a limited number of seats, the Board may also decide to appoint a Nominating Committee to help centralize and standard information and who will make nominations for the best candidates' election of Directors to the Board. Any Member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period. Please see Appendix B for the Nominating Committee's role and responsibilities.

4.8. Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote; each member must cast their own ballot. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted.

4.8.1. Election Disputes. Any election dispute between a Member and the Association shall be resolved by non-binding arbitration or through court action. No election dispute may be resolved by binding arbitration unless both parties agree in writing. All arbitration decisions, and all issues raised in arbitration, election or not, are appealable *de novo*, to the circuit court of competent jurisdiction.

4.8.1.1 Notice of Contest. Prior to submitting an election dispute to any state, judicial, administrative, or organizational dispute process, the filing party must provide, as a condition precedent, a 14 day notice prior to filing ("Notice of Contest"). The Notice of Contest must provide the enumerated election infractions specifically listed, the specific request for relief, and if seeking non-binding arbitration, three listed arbitrators to choose from. Should a party not provide a Notice of Contest in the specific form required with the specific enumerations, then as a matter of law, such party will be deemed to have failed to meet a condition precedent of this Declaration, and any and all claims or actions filed with any court, administrative body, state arbitrator, or judicial process, including the division of business and professional regulation, and such filing will be required to be dismissed, at once, without prejudice; such party will be required to pay any and all costs and fees for the dismissal and will be required to provide a proper 14 day Notice of Contest with the proper enumerations before refiling any election dispute.

4.8.1.2 Exclusive Jurisdiction. For the purposes of election disputes, the courts of competent jurisdiction shall have exclusive jurisdiction over any and all matters of law or declarative interpretations of provisions of the Governing Documents that needed to be decided in order to otherwise hear the specific election dispute item, including but not limited to any interaction between the statute, the Declaration, the By-Laws, and the Articles, or any other conflict of law determination involving the Governing Documents, determinations of quorum, or determinations of statute retroactivity. By virtue of this document, the Court is ordered to provide a mandatory injunction of any election dispute filing, to be given and served upon any non-judicial entity, in order for a court of competent jurisdiction to rule as a declaratory action on any matters of law underlying any election dispute. For purposes of this provision, example issues of law would include but are not limited to the validity of Governing Documents, validity of amendments, amendment challenges, quorum determinations, the nomination provisions and process, appointment provisions, recall provisions, assessment issues, violation issues, suspension issues, delinquency issues, acclamation issues, issues with suspensions, or any other issue at law, as such issues by virtue of these Governing Documents are the sole and exclusive jurisdiction of the courts to be decided by the courts, prior to any interpretative body ruling on an election dispute item.

4.8.1.3 All non-judicial rulings may be appealed within 30 days of the ruling to the Circuit Court of the County, *de novo* review.

4.8.1.4 This provision is specifically included and intended to override anything to the contrary as a way of quickly, efficiently, and cost effectively solving disputes to elections, receiving

efficient rulings from courts that are binding and serve as precedent for the Association on any real issues of conflicting interpretation, and is intended to significantly limit DBPR arbitration which has significant flaws of no precedent, unclear guidance, lengthy delays, and often ends up costly for all homeowners in the community.

4.8.1.5 Any challenge to the election process must be commenced within sixty (60) days after the date of the election.

5. Board Meetings

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

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

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

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

5.5. Open Meetings. Meetings of the Board, unless with legal, shall be noticed and any Members who wish to observe the meeting, may attend at the proper time and date of the meeting as the Board conducts business.

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

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. For the levying of Installment Assessments and annual budget, the Governing Documents provisions are to be followed.

5.7.1. Waiver of Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice is (1) a quorum is present, and (2) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent

need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Should the Association take action upon such, the action is binding on the Corporation and all Members, and cannot be retroactively undone based upon technical interpretations of meetings, quorum, or documented or undocumented votes in the minutes.

5.7.2. Open Meetings. Meetings of the Board, unless with legal counsel, shall be noticed in a conspicuous place as to the date, time, and location of the meeting at least forty-eight (48) hours in advance. Members are free to observe the meeting as the Board conducts agenda item votes to spend money, execute contracts, or delegate corporate authority.

5.8. Board Meetings, Generally. The President, his appointed representative or selected professional shall preside over all Board meetings, provided that in the Presidents absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books. The Board may adopt reasonable written rules governing the right of Members to speak. All business conducted at a meeting must receive a proper motion and vote. The parameters of the corporate process, including the Board Meeting Appendix are incorporated by reference to these By-Laws, and are more fully laid out in Exhibit 1 to these By-Laws. The Directors take action through majority vote on properly motioned agenda items.

5.9. Purpose of Board of Directors Meetings. Board Meetings are called, when needed. Board meetings are needed when the Directors must: (1) vote on executing vendor contracts, (2) vote to authorize the spending of money (not already authorized in the vendor contract, the management contract, the Governing Documents, another writing or document, and that has not been delegated to a chair, officer, or Director), and/or (3) to delegate corporate authority to act and clarify the exact scope, deadline, and responsible party of a business agenda items, to be prepared for a majority vote at an upcoming meeting, in substantially the following form:

Agenda Item:	Community-Wide "Back to School" Yard Sale
Scope/output:	(a) Confirm Best Date (pick Saturday in Early September), (b) Create a Flyer, (c) Request Funds Needed and Use (Excel), (d) Plan for Announcement, (e) CDD/County Approvals and Timelines
Deadline:	45 days – Materials submitted before May's Board Meeting
Responsible Party:	Laura Wilson, Lead Chair; Robert Smith, Co-Chair
Other Parties Involved:	CDD, Events Committee, Directors, Manager
Spending Authority:	\$2,500
Reports To:	Director, Trent Jones

*[Board Meeting Principal: If it is important enough to take time at a Board meeting to bring it up or discuss it, it's important enough to volunteer for it, and it's important enough to give 30 seconds of the Board's meeting time to assign a project, a scope, a responsible party, spending authority, if any, and a deadline. Association business is voted on by Directors, but is not accomplished by Directors. Accordingly, the inverse is also true: if it is not important enough to take the time at a Board meeting to assign it a project, scope, responsible party, and deadline, then the issue is not important enough to even bring it up and discuss it with the limited resource of the Board's time at meetings. A Board that fails to abide by this principal leaves the Directors and leaders of the Association rudderless, agenda-less, objective-less, with few resources, volunteers, and a significantly large group of disenfranchised members with mismatched expectations of the Directors' role, scope, accomplishments, and powers.]*

5.10. Action Without a Meeting. Any Board action taken or to be taken at a Board meeting may be taken without a meeting if a written consent to such actions is signed by all Directors and filed in the minutes of the Board. Such consent shall have the same force and effect as a unanimous vote. Such decision or action should be ratified at a subsequent meeting or documented via executed Board Resolution.

5.11. Project Based Leads and Standing Committee Leads. The Board of Directors will appoint responsible parties for specific projects (i.e., Cell Tower project) whose scope lasts for the duration of the project, and it will also have standing responsible parties, chairs, leads, and committees, (i.e., Landscaping, ARC,

Enforcement/Fining), that exist in perpetuity, and whose leadership may be interchanged at the Board's sole discretion.

6. Powers and Duties of the Board of Directors

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

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles, the Rules and Regulations, the Declaration, and any other provision of the Governing Documents, including, without limitation, adopt budgets, levy assessments and charges, enter into contracts with Telecommunications Providers for Telecommunications Services.

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

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

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

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

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

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

6.2. Duties. The Board of Directors must implement by a majority vote the following duties:

6.2.1. As more fully provided in the Declaration:

6.2.1.1. Prepare and adopt an annual budget, including maintenance of Common Area, and if elected by the membership in the manner prescribed by Florida law, to establish reserve accounts for replacement of those parts of the Common Area which have a limited useful life span;

6.2.1.2. Budget and fix the amount of the Annual Maintenance Assessment against each Lot at least thirty (30) days before the fiscal year begins;

6.2.1.3. Establish and fix the amount of other assessments described in the Declaration;

6.2.1.4. Send written notice of the amount of the Annual Maintenance Assessment to be levied pursuant to the annual budget to each Owner at least fourteen (14) days before the fiscal year begins;

6.2.1.5. Implement a policy to foreclose the lien against any Lot for which any amounts



owed to the Association have not been paid, in accordance with the Declaration and applicable law or to bring action at law against Owner personally obligated to pay the same; and

6.2.1.6. Implement a policy to levy and collect fines, individual assessments, abatement charges, other association amounts or impose sanctions for non-compliance with any provision of the Declaration and other published guidelines and standards imposed under the Declaration in the manner provided by the Declaration and other applicable law;

6.2.2. Provide for the operation, care, upkeep, and maintenance of the Common Area and Common Maintenance Areas, not owned and operated by the CDD;

6.2.3. Contract with and/or employ any and all contractors, managers, employees, or other personnel or entities necessary to carry out the duties and obligations of the Association contained in the Governing Documents;

6.2.4. Supervise employees, officers, and chairs of the Association and, where appropriate, provide for compensation of such employees for the purchase of necessary equipment, supplies, and materials to be used by such employees in the performance of their duties;

6.2.5. Enter into, preform, and enforce contracts and other agreements between the Association and third parties;

6.2.6. Open bank accounts on the Associations behalf and designate signatories;

6.2.7. Deposit all funds received on the Association's behalf in bank depository which the Board shall approve, and use such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

6.2.8. Prepare, provide, and file such financial reports and other reports.

6.3. Vote. The Board shall exercise all powers so granted to the Association, except where the Declaration, Articles or these By-Laws specifically require a vote of the members.

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

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, Articles, these By-Laws, the Rules and Regulations, or any other provision of the Governing Documents, shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

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

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

7.3. Assessments and Fines. Fix and collect the amount of the assessments, individual assessments, abatement expenses, professional fees, association amounts or fines; and take all necessary legal action, including but not limited to liens, foreclosures, any remedy at law, or any remedy granted by Chapter 720, Florida Statutes (2022); and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations, and any provision of the Governing Documents.

8. Officers and Their Duties

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

8.2. Election and Appointment of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by a majority of the Board and shall take place at the first meeting of the Board following (i) any new member Board Certification necessary, and (ii) the Annual Members Meeting. The Board of Directors by majority vote shall elect and appoint all Association officers.

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

8.4. Special Appointment. The Board may appoint such other officers, chairs, or committee Members in writing and delegate proper scope, authority, and deadlines for accomplishing day to day business of the Association, as the Association may require, each of whom shall hold office for such stated duration, and have such authority, and perform such duties as the Board may, from time to time, determine in the minutes or in writing.

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

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

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

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

8.8.1. President. The President shall preside at all meetings of the Association and Board, shall ensure all responsible parties and Directors are prepared for the meeting, and shall have the actual and apparent authority to sign contracts, documents, leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a Director on the Board.

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

8.8.3. Secretary. The Secretary shall ensure discussion at a Board Meeting follows a proper vote and proper motion to second that vote. The Secretary shall record the votes and keep the action Minutes of all meetings, recording the proper motion, second, Director vote, scope, authority, deadline, and responsible party lead. The Secretary shall keep the corporate seal of the Association and affix it on all papers required to be sealed; shall be responsible for confirming notice of meetings is carried out properly; shall be responsible for ensuring appropriate current records show the names of the members of the Association together with their addresses; and shall record proxy votes upon receipt; shall cast proxies in the manner provided on the proxy, or if the general proxy power is granted to the Secretary, shall cast such proxies as determined by a majority of the Board; and shall perform such other duties as required by the Board.

8.8.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board. The Treasurer shall sign, or cause to be signed, all checks, and promissory notes of the Association; shall cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2022); and shall cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; shall confirm and oversee that next year's



assessment amount is voted upon by the Board; and shall perform such other duties as required by the Board.

9. Committees and Chairs.

9.1. General. The Board, from time to time, may appoint or dissolve offices, chairs, and committees as the Board deems appropriate in carrying out the day to day standing business or special projects of the Association in between Board meetings, and to serve at such scope, authority, and for such periods as the Board may designate in meeting minutes or in writing, including by Board resolution.

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

10. Records.

10.1. The official records of the Association shall be available for inspection by any Member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an official records request by making or having the records available to a Member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association may charge reasonable costs and expenses, including professionals and personnel, if in written resolution for any such inspection. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member with a copy of such records, however, under no circumstances is the Association required to purchase, provide, or allow a thumb drive or any other technological device that can be inserted into any computer or technological device. The Association may not charge a digital device fee to a Member.

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

12. Amendments.

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

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

12.3. Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. A quorum for any meeting of the Members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person, by proxy, by ballot, or in writing, of the Members entitled to cast ten percent (10%) of the total Voting Interests. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board. Such change shall

not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to these By-Laws shall affect the rights of Declarant or any Builder unless such amendment receives the prior written consent of Declarant or such Builder, which may be withheld for any reason whatsoever.

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

13. Declarant's Right to Disapprove

13.1. Notice to Declarant. For so long as Declarant is a Member, the Association shall give Declarant written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice to Declarant at Declarant's principal address as it appears on the Department of State's records or at such other address as Declarant has designated in writing to the Association, or as to Board meetings, in accordance with these By-Laws. Such notice shall set forth with reasonable particularity the agenda to be followed at such meeting.

13.2. Declarant's Right to Disapprove. So long as Declarant holds any Lot for sale in the ordinary course of business, Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee that, in Declarant's sole judgment, would tend to impair rights of Declarant or Builders under the Declaration or these By-Laws, interfere with development or construction of any portion of the Property, or diminish the level of services the Association provides. This right is paramount.

14. Conflict. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control, unless otherwise specified.

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

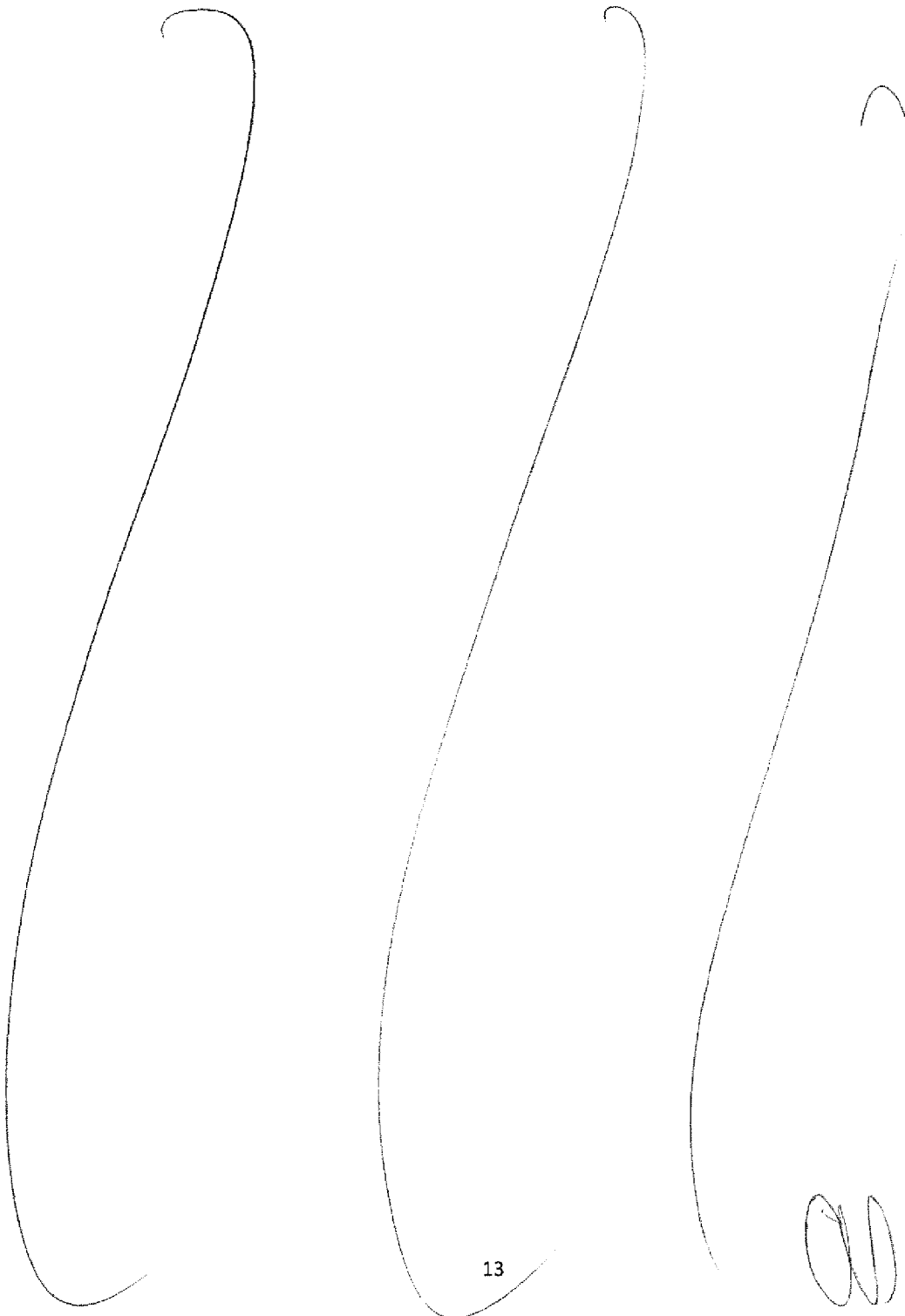
16. Miscellaneous

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

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

16.3. Place. For purposes of these By-Laws, "place" may mean digital forum with audio/video conferencing or may be a physical location, landmark, or physical forum.

[SIGNATURE APPEARS ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 16<sup>th</sup> day of May, 2023.

WITNESSES:

[Signature]  
Signature of Witness #1  
Jura Libas  
Name of Witness #1

[Signature]  
Signature of Witness #2  
Samantha Cortese  
Name of Witness #2

"DECLARANT"

The Parish Land Trust Under Land Trust  
Agreement Dated December 20, 2016

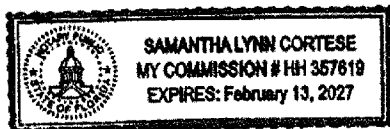
By: Land Experts Inc., a Florida corporation  
Its: Trustee  
[Signature]  
By: Carlos M. Beruff  
Its: President

[Company Seal]

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16<sup>th</sup> day of May, 2023, by Carlos M. Beruff, as President on behalf of Land Experts Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 02/13/27



[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name Samantha Lynn Cortese

**BOARD MEETING APPENDIX A**  
**[EXHIBIT 1 TO BY-LAWS]**

A. **Board Meetings, Generally.** The President, his appointed representative or selected professional shall preside over all Board meetings, provided that in the Presidents absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept, action minutes that document the motion, vote, scope, responsible party, and deadline, and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books or Official Records. The Board may adopt reasonable written rules governing the right of Members to speak. All business conducted at a meeting must receive a proper motion and vote. This appendix to the By-Laws details the parameters of the corporate process for Board meetings:

B. **Purpose of Board of Directors Meetings.** Board Meetings are called, when needed. Board meetings are needed when the Directors must: (1) vote on executing vendor contracts, (2) vote to authorize the spending of money (not already authorized in the vendor contract, the management contract, the Governing Documents, another writing or document, and that has not been delegated to a chair, officer, or director), and/or (3) to delegate corporate authority to act and clarify the exact scope, deadline, and responsible party of a business agenda items, to be prepared for a majority vote at an upcoming meeting, in substantially the following form:

Agenda Item:	Community-Wide "Back to School" Yard Sale
Scope/output:	(a) Confirm Best Date (pick Saturday in Early September), (b) Create a Flyer, (c) Request Funds Needed and Use (Excel), (d) Plan for Announcement, (e) CDD/County Approvals and Timelines
Deadline:	45 days -- Materials submitted before May's Board Meeting
Responsible Party:	Laura Wilson, Lead Chair; Robert Smith, Co-Chair
Other Parties Involved:	CDD, Events Committee, Directors, Manager
Spending Authority:	\$2,500
Reports To:	Director, Trent Jones

***Board Meeting Principal:** If it is important enough to take time at a Board meeting to bring it up or discuss it, it's important enough to volunteer for it, and it's important enough to give 30 seconds of the Board's meeting time to assign a project, a scope, a responsible party, spending authority, if any, and a deadline. Association business is voted on by Directors, but is not accomplished by Directors. Accordingly, the inverse is also true: if it is not important enough to take the time at a Board meeting to assign it a project, scope, responsible party, and deadline, then the issue is not important enough to even bring it up and discuss it with the limited resource of the Board's time at meetings. A Board that fails to abide by this principal leaves the Directors and leaders of the Association rudderless, agenda-less, objective-less, with few resources, volunteers, and a significantly large group of disenfranchised members with mismatched expectations of the Directors' role, scope, accomplishments, and powers.*

C. **Setting Agenda Items for Vote: Responsible Party.** Each agenda item at a board meeting should have a Responsible Party next to it. Responsible party/parties may be chairs, officers, Directors, committees, vendors, attorneys, or managers ("**Responsible Party**"). Responsible Parties are appointed, selected, or assigned by the Board of Directors. Responsible parties are responsible and accountable for the execution of day-to-day corporation business agenda item action, with a clear scope and deadline, for the responsible party to achieve the work of the corporation in between meetings.

***Important Corporate Point:** While Directors have voting power to pass or reject a motion, Directors have no power to conduct the day-to-day business of the corporation, interact with vendors, communicate on the Association's behalf, or direct any corporate action individually by position of being a Director; rather, a Director is able to engage in the corporation by being delegated a chair or officer of an agenda item.*

D. **Preparation for Board Meetings.** The President presides over preparation for meetings. The President is solely responsible to ensure all Responsible Parties and Directors are prepared, have reviewed the motion and materials, and are ready to discuss and vote. The President's job is to ensure that Board meetings are only called to accomplish agenda item business, and when those meetings are called, those meetings are successful, achieve the narrowed scope, targeted, kept to time, stay within scope, and the President sees to it that all agenda items set out to be accomplished are delegated, assigned, closed, and acted upon so board business to be achieved. The President is

responsible to ensure all Responsible Parties have submitted the draft motion and supplemental materials prior to the meeting; responsible to ensure all Directors have reviewed the materials prior to the meeting, have had time to provide written comment, feedback, or have questions answered by the Responsible Party in writing prior to the meeting; and to move the agenda item forward using the meeting format of motion and vote. THE BOARD SHOULD NOT BE SEEING, REVIEWING, OR HEARING ANY AGENDA ITEM INFORMATION FOR THE FIRST TIME AT A BOARD MEETING. ALL INFORMATION SHOULD BE IN THE MATERIALS, FULLY CAPABLE OF BEING READ, DISTILLED, AND UNDERSTOOD BY ALL DIRECTORS PRIOR TO THE MEETING IN ORDER TO TAKE PRODUCTIVE CORPORATE ACTION AT MEETINGS (AND AVOID "KICKING THE CAN DOWN THE ROAD" FROM MEETING TO MEETING OR OVERBURDENING A SINGLE MEMBER WITH ALL CORPORATE EXECUTION AND ACTION).

a. Officer & Agent Roles in Preparation. The President is not able to be responsible for all agenda items; the President merely presides over the meeting and the meeting preparation by confirming that all Responsible Parties for each agenda item are prepared and their materials are distributed and reviewed by the Directors prior to the meeting. The manager cannot be responsible for all agenda items; the manager simply helps keep the records and facilitate the logistics of a meeting. The Secretary can assist with motions, materials, and confirming proper Responsible Parties for each agenda item on the Board meeting agenda to help assist with accountability and successful corporate action.

b. Submission of Motion and Supporting Materials. Upon notice of an upcoming Board meeting, all Responsible Parties shall provide a written draft motion and all supplemental materials prior to the meeting. Such submission is given to the President or Manager. All submitted materials shall be prepared by the delegated Responsible Party who is responsible for that agenda item (chair, committee, director, vendor, officer, attorney, or manager) in conformity with the scope and deadline.

c. President Presides Over Preparation. On each agenda item, the President is to ensure that the motion and materials submitted by the Responsible Party is a clear and specific request (written motion for authority) for the Board to be voted on by majority vote at the meeting, supplemented with the proper and necessary materials. *PRIOR TO THE MEETING*, the President needs to confirm and ensure: (i) all Directors have received and reviewed the motion and the materials provided for each agenda item; (ii) that the Responsible Party is fully prepared to give a brief twenty second synopsis when their name is called for their agenda item in order to present the agenda item for vote by a majority of the Board of Directors; and (iii) should the President not be confident that the Responsible Party has honed the proper motion and vote, and provided the necessary supporting materials, the President shall bump the agenda item to the following meeting when the Responsible Party has the agenda item fully prepared, briefed, and has clearly honed the exact request for the Board to pass or deny, with a majority vote.

d. Director Feedback to Responsible Party, Prior to Meeting: Feedback, Questions, Scope Adjustments. Directors must review the draft motion and the supporting materials prior to the meeting. Directors must be prepared for the agenda item to be called and voted upon at the meeting. Should the President or a Director not understand the items to be covered at the meeting, upon review of the motion and materials, the time for questions or clarifications is *PRIOR* to the meeting (not at the meeting). It is the job of the Responsible Party (chair, committee, Director, vendor, officer, attorney, or manager) to receive that question or feedback, and timely adjust the motion and materials prior to the meeting. The Responsible Party shall provide a written response updating the motion and materials to show Director's feedback has been incorporated and addressed, whether it be comments, concerns, clarifications, or feedback in preparation for the meeting in order for all Directors to be prepared for a vote to deny or pass the limited corporate action request. All concerns, feedback, comments, etc., shall either be incorporated or specifically rejected by the Responsible Party in the presentation.

e. President Confirms Preparation Complete. Upon being satisfied that all Directors are fully prepared for the meeting, the President, his appointed representative or selected professional shall then certify preparation of each agenda item in preparation for the meeting, and the President shall preside over said Board meeting at the appointed time.

E. Conduct During Board Meetings.

a. President Presides Over Responsible Party Agenda Item Presentations and Motions. The

President presides over the meeting, calling up prepared agenda items and calling upon the Responsible Party for a brief introduction, presentation, and recommended motion. Upon presentation of the recommended motion by a Responsible Party, any Director may take up or sponsor such motion. The motion will then be officially clarified, read aloud, and written for all Directors to understand the motion on the floor, which will confine and limit the scope of Director discussion and vote. *Items not under motion cannot be discussed at a Board meeting.*

b. Second Sponsor: "Seconding" A Motion. Should the motion receive a Director sponsor taking up the motion, such motion shall then need a "second" Director supporting or "seconding" the motion.

c. Agenda Item Open for Director Discussion: Scope and Timekeeping. Should a motion receive a "second" from a Director, then the President may open discussion for the Directors, amongst themselves. At this point, the Directors may discuss the agenda item in order to be able to "call the vote". During discussion, the Secretary shall keep the agenda item discussion to the proper timeframe set by the President; and during discussion, the President shall be responsible for keeping all discussion targeted, on task, and within the scope of both, the Responsible Party's scope, and the scope of the exact motion made and in sitting front of the Directors.

d. President's Role in Open Agenda Item Discussion. The President, as presider, does not serve the role of "updater" or "informer", rather, the President serves the role as facilitator, helping to clarify Director comments, positions, amendments to the motion, helping narrow issues, making calls about appropriate comments in the scope of the motion and comments that are outside the scope of the motion. The President may provide procedural or process comments, may ask for Director clarification, and shall move targeted discussion along. The President is often the Director that "calls the vote", especially once similar sentiments are being repeated by Directors. The President is responsible to ensure Director discussion is not interrupted by members or any other comments until the motion is dropped, voted down, or the vote is called on the motion, to pass or fail by a majority.

e. Director Voting. Upon presentation of the motion and materials, and the receipt of two (2) Director's primary motion and the "seconded" motion, during discussion, the President or any Director may "call the vote." Directors shall cast roll call votes on the presented motion. Motions may be amended to better reflect the vote. A Director may not abstain from voting. Indecision, more instruction, wanting additional information, needing additional time to review, not having an opinion, providing additional feedback, or modifying or changing the scope of the agenda item serves as a "no" vote to the motion. Directors shall be prepared for meetings having reviewed all materials and receiving the exact language of the written motion to be voted upon for that specific agenda item.

f. Owner Questions, Basic Updates, Feedback or Comment, General Discussion, Owner's 3 Minutes. While a Board Meeting may contain incidental updates to those watching in attendance, or an owner might provide a chair, committee, director, vendor, officer, attorney, or manager with feedback not previously known or included in the presentation, or a Board meeting might involve unknown questions or discussion, these are not the core purposes of Board meetings. If any of the aforementioned are needed, or if owners would like to have a question and answer session, the proper place for doing so is not a Board Meeting. Should these be needed, the Association can call a community-wide update meeting, a Q&A meeting, a community problem study workshop, or a volunteer sign-up meeting. Any of these should be called to help facilitate owner questions, better incorporate owner feedback, encourage volunteer involvement, and give Association opportunities for community notifications or status briefings. In addition to these non-Board Meeting community gatherings, the Association should have and design other written forums and formats for such updates, questions, volunteer opportunities, and information submissions; each of these should primarily have a written form, a process, or if none exists, the Association should build such processes, or call a designated "community meeting" to brainstorm or gather information for such purposes or to create such processes. None of the above mentioned in this paragraph would constitute corporate business of the Association, board action, board business, or proper agenda items for voting upon. Board Meetings are not the proper primary forum for such items. Board Meetings are to be well prepared for, thoroughly researched, targeted with each agenda item having a clear Responsible Party lead, deadline, and scope, with written motions, and all corresponding materials to be submitted before hand by the Responsible Party. Agenda items are to be reviewed by all Directors before hand, so agenda items may be taken up, voted upon by majority

vote, and the corporation is fully ready to effectuate corporate action following the vote. While all members are allowed to speak for up to 3 minutes on agenda items, the purpose of speaking is to volunteer, get involved, and provide any unknown information that should have, and likely may already have, been included, when the project was launched and delegated at prior board meetings; opinions, updates, feedback, and the like, is to be filtered through a Responsible Party or lead and the volunteers who assist, in the corporate process leading up to a meeting, prior to the meeting and not at the time of the presentation to the Directors for vote at the meeting.

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

1. The Board of Directors, on a majority vote, is responsible to oversee the chairs, vendors, Officers, and Directors that take responsibility to execute the agenda line item that constitutes the business of the Association, and the Board of Directors is to hold Responsible Parties accountable for following through.



**NOMINATING COMMITTEE APPENDIX B**  
**[EXHIBIT 2 TO BY-LAWS]**

A. Nominating Committee. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a Director on the Board of Directors, and two (2) or more members of the Association.

B. Terms. If formed, an appointed Nominating Committee shall serve for a term of one (1) year or until its successors are appointed.

C. Role. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine is appropriate for corporate leadership.

D. Duties. If formed, the Nominating Committee's purpose shall be to help foster a positive election, annual meeting, and communal environment and help interested candidates fully understand the obligations of the voluntary position, the time commitment, and the jurisdiction of a Board of Director's actual authority for those wishing to make a community impact. The Nominating Committee's role may be more specifically defined by Board resolution, but it's duties shall be to facilitate positive interactions among candidates, and with the Members of the community, by helping serve to mitigate obnoxious or distasteful campaign behavior and having the authority to regulate actions that tear down, as opposed to build up, the community. The Nominating Committee's job may include but is not limited to:

a. the ways and means of creating cross-comparisons of candidates for Members, including with the use of questionnaires, for members to better understand potential leaders;

b. helping assist candidates better understand the responsibilities, obligations, and confines of the volunteer job, including with the use of class training or oaths of office;

c. helping facilitate positive discourse and corporate leadership by mitigating negative comments, personal attacks, inciteful campaigns, blame-style platforms, false or non-factual narratives, digital misinformation or printed misinformation, and redirecting such behavior into civil format and appropriate forums, this may include but is not limited to removing non-corporate issues, requiring Members or candidates to pledge to remove, rename, deny access, grant access, or redirect traffic of non-official social media campaigns to be closed or redirected to more open and transparent formal corporate mechanisms and forums; and

d. helping promote leadership and integrity by formulating and having all candidates sign an oath of office that may include pledging to refrain from all actions, including those that tend to tear down community or invoke emotion for the selfish purposes of garner support as opposed to civilly addressing issues factually, with real alternative solutions that are legally viable.

E. Authority. The Nomination Committee shall refuse to endorse candidates who engage in such behavior or may exclude non-cooperative candidates from the ballot of their recommended nominations; the Nominating Committee can require candidates to provide written proof of alleged claims, requiring evidence or statements under oath, and may publish the correct facts with evidence or professionally backed writing in a letter to the members. If necessary, the Nomination Committee, by resolution backed by facts and a majority vote, may refuse to place such candidates on the Association's official mailed ballot.

**Exhibit 4**

**Notice to Buyer**

To the purchasers of lots in CROSSCREEK PHASE 1A, a Subdivision, consisting of single-family detached homes, Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your lot is subject to:

1. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Residences at CrossCreek, as amended from time to time (the "Declaration"), a copy of which will be provided upon execution of your contract to purchase.
2. Ownership of a Lot in the Subdivision automatically makes you a member of The Residences at CROSSCREEK Homeowners Association, Inc. (the "Association"), and you are subject to its By-Laws and rules and regulations made pursuant to them. Each Lot entitles its Owner to one vote in the affairs of the Association.
3. The Plat for CrossCreek Phase 1A, a Subdivision.
4. The Association owns and has the right and power to assess and collect, as provided in its By-Laws, the costs of maintenance of the drainage and landscaped areas, walkways and other areas under its ownership or maintenance control which Owners have a right to enjoy, in accordance with the Declaration. The CrossCreek Community Development District also has the right and power to assess and collect, as provided for in Chapter 190, Florida Statutes, the costs of maintenance of any common areas under its ownership or maintenance control.
5. THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT IMPOSES TAXES OR ASSESSMENTS OR BOTH TAXES AND ASSESSMENTS ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BYLAW.
6. The initial proposed assessments by the Association for each Lot is as reflected in the Fiscal Program which is attached to the Declaration. The initial assessment by the Association is \$175.00 quarterly and an initial contribution of \$700 for each Single Family Lot. The Association may increase that amount as may be required to maintain the amenities of the Subdivision which it owns or has a responsibility to maintain. In addition, there shall be a one-time capital contribution (the "Initial Capital Contribution") payable by the Owner who purchases a Lot from the Declarant or a Builder. The amount of the Initial Capital Contribution is \$300.00, and will be collected at the closing of the purchase of a Lot by the Owner. Capital contributions shall be expended for Common Expenses, and are not advance payments of Assessments, and shall not affect the Owner's or any Lot's liability for Assessments.
7. Each Lot Owner within the Subdivision at the time of construction of a building, residence, or structure must comply with the construction plans for the Surface Water Management System on file with the Southwest Florida Water Management District (**SWFWMD**).

8. No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, upland buffers adjacent to wetland, drainage easements, conservation easement and upland preservation areas which are described in the recorded plat of the Subdivision unless authorized or permitted by the Declaration or prior written approval is received from the **SWFWMD**. Prohibited activities include the mowing, trimming or removal of native trees, native shrubs or other native vegetation; excavation, placement or dumping of soil, trash or land clearing debris; construction or maintenance of any building, residence, sign or any structure; application of herbicides, pesticides or fertilizer; activities detrimental to drainage, flood control, water management, water conservation, water quality, erosion control, soil conservation, or fish or wildlife habitat preservation.

9. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by SWFWMD. This prohibition applies as well as Owners of Lots abutting ponds. Removal includes dredging, application of herbicide, cutting, and the introduction of grass carp. Any questions regarding permitted activities within the ponds should be directed to SWFWMD's Surface Water Regulation Manager, Sarasota Service Office.

10. Conservation Easement. A conservation easement for the protection of wetlands and wetland buffers in the favor of Manatee County and the SWFWMD has been recorded in Official Records Book 2217, Page 6974, of the Public Records of Manatee County, Florida and encumbers certain Common Areas. Other Common Areas and areas owned by the Community Development District are designated on the Plat as Conservation/Drainage Easement Areas. You are notified to review the document and Plat for restrictions in your area. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of Conservation Easement without the prior consent of the **SWFWMD** and Manatee County: Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground; construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization; dumping or replacing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials; removal, moving or trimming of trees, shrubs or other vegetation; application of herbicides, pesticides, or fertilizers; excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface; surface use except for purposes that permit the land or water areas to remain in its natural condition; any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; and acts or uses detrimental to such retention of land or water areas.

11. The Owner of each Lot shall be responsible for the maintenance of trees on the Lot as required by Manatee County pursuant to final site plan approval for CrossCreek Phase IA, a Subdivision, pursuant to the Manatee County Land Development Code. After the trees' initial planting, the Lot Owner is responsible for maintenance of the tree(s) and the tree(s) may not be removed without the consent of appropriate permits and authorizations by the County. If a street tree dies or is removed, the Lot Owner must replace the tree within 30 days.

12. Portions of Gamble Creek run along the easterly portions of the Development. Owners should be aware that Manatee County is under no obligation to maintain, change, improve, clean, repair erosion or restore the natural changes in the course of the stream bed of Gamble Creek or any ditch directly or indirectly flowing into Gamble Creek.

13. Lot Owners are hereby notified that neighboring agricultural uses of surrounding properties

exist, and that impacts from agricultural activity may exist, which may include the use of pesticides and herbicides, possible odors, noise, and the presence of farm animals, burning of brush on adjacent property to prevent wildfires, and farm animals crossing fence lines associated with such uses. Owners assume the risk of such activities.

14. CrossCreek Phase IA is part of the larger CrossCreek Development which Declarant intends to build and develop in phases. The Development includes single family detached homes, single family attached (paired) villas, single family attached townhomes, and a commercial area. This means that there will be construction activity in the area, with attendant dangers, traffic, noise and dust. The presence of a commercial area in the Development also carries with it the possibility of increased traffic and activity. The Development is expected to have a number of MCAT bus stops, Interneighborhood ties, for both vehicle and pedestrian travel, have been planned for the CrossCreek Development which may connect the Subdivision roadways to other roadways within the Development and with other nearby developments and agricultural lands. Traffic from other areas in the Development and from outside the Development may use the roadways in the Subdivision. The streets within the Subdivision and the Development are intended to be public and will be dedicated to and maintained by Manatee County. Declarant reserves the right to make modifications, changes or deletions to the landscaping and landscape buffers of the Initial Property subject to the Declaration upon the addition of future phases to the Development and the development of adjacent subdivisions within the CrossCreek Development. Owners should be aware, however, that there is no guarantee that the planned future phases of the Development will be built and developed.

15. Additional construction in the area is anticipated and the access points to the Development from adjoining public roads are expected to change as the Development proceeds. Road improvements are planned in the future for Fort Hamer Road to make it a multi-lane road. When that construction is completed, the access point from the Development onto Fort Hamer Road may be restricted. It is anticipated that Mulholland Road will be extended to the east, to connect with Rye Road. A bridge is expected to be constructed to connect Upper Manatee River Road and Fort Hamer Road.

16. The plat contains wetland areas, which must, pursuant to a permit issued by the Southwest Florida Water Management District, be maintained in perpetuity and maintained as part of the surface water management system.

The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration or any lot sales contracted between a purchaser and the Developer.

Capitalized terms used and not defined in this Notice to Buyer shall have the meanings assigned to them in the Declaration to which this Notice is attached.

## Exhibit 5

### List of Holdings

The following is a list of the various common area Tracts, with their descriptions and areas, as also shown on the Plat of CrossCreek, Phase I-A. These Tracts are owned by the CrossCreek Community Development District ("CDD") or the Residences at CrossCreek Homeowners Association, Inc. (the "Association"). As explained in Article IV of the Declaration, the CDD has various responsibilities to own and maintain many of these Tracts, and to ensure the full payment of their bonded indebtedness over a number of years. The Association also has similar responsibilities, and may contract with the CDD for the management and maintenance of some or all of these common area Tracts. The Association may also exercise higher standards for the appearance and quality of many of these Tracts, in the best interests of its Members. These maintenance standards may entail some additional costs for the management of these common areas.

The following common area Tracts are also described and depicted on the Plat of CrossCreek, Phase I-A:

TRACT:	AREA:	USAGE:
TRACT "B"	+/- 288,938 SF	Drainage/Access Easement, Common Area, Landscape Area, and Landscape and Drainage/Access Easement
TRACT "B-1"	+/- 8,840 SF	Landscape Area
TRACT "C"	+/- 445,583 SF	Drainage/Access Easement, Common Area, Landscape Area, Conservation Easement, Public Flowage Easement
TRACT "C-1"	+/- 2,933 SF	Landscape Area
TRACT "D-1"	+/- 15,312 SF	Common Area
TRACT "D-2"	+/- 95,807 SF	Drainage/Access Easement and Common Area
TRACT "E"	+/- 234,645 SF	Drainage/Access Easement, Landscape and Drainage/Access Easement, Landscape Area, Conservation Easement, Public Flowage Easement and Common Area
TRACT "E-1"	+/- 3,395 SF	Landscape Area
TRACT "H"	+/- 38,238 SF	Landscape Area

TRACT "J"	+/- 347,025 SF	Drainage/Maintenance/Irrigation/Access Easement, Common Area And Conservation Easement, Public Flowage Easement. Includes Irrigation Pump Station and Well Tract.
TRACT "J-3"	+/- 1,777 SF	Landscape Area
TRACT "K"	+/- 168,609 SF	Amenities Center
TRACT "M"	+/- 300,895 SF	Conservation Easement, Public Flowage Easement and Common Area
TRACT "N"	+/- 63,940 SF	Drainage/Access Easement
TRACT "P"	+/- 195,789 SF	Drainage/Access Easement
TRACT "Q"	+/- 76,629 SF	Common Area, Landscape Area and Landscape Utility/Access Easement
TRACT "Q-1"	+/- 927 SF	Common Area
TRACT "R"	+/- 397,871 SF	Drainage/Access Easement, Common Area, Landscape Area, Conservation Easement, Public Flowage Easement
TRACT "S"	+/- 75,885 SF	Drainage/Access Easement and Landscape Area
TRACT "S-1"	+/- 6,706 SF	Landscape Area
TRACT "T"	+/- 79,998 SF	Drainage/Access Easement and Landscape Area
TRACT "V"	+/- 26, 546 SF	Landscape Area
TRACT "W"	+/- 36,055 SF	Landscape Area

NOTES:

1. Tracts B, C, D-2, E, J, K, N, P, and T were conveyed to the CDD, and other Tracts were dedicated on the Plat to the CDD.

2. The 42' -wide Landscape Easement located in Block 27, adjacent to Lot 27, will be maintained by the CDD.

**Exhibit 6**

**Right of Entry & Compliance with Manatee County LDC**

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida, as amended, requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter 3, Part V (Subdivision Procedures) of the Land Development Code, and are hereby incorporated as part of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for CROSSCREEK, A SUBDIVISION.

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

## **Exhibit 7**

### **Fiscal Program**

The CrossCreek Community Development District (CDD) will own and provide many of the management services for the day-to-day maintenance of the common areas in the community, including for the lake areas, the surface water management system and other features.

Operations and Maintenance Budgets for the CDD will be determined on an annual basis, followed by adoption by the District Board of Supervisors at a duly noticed public hearing. The amount so determined will be assessed and collected in accordance with applicable laws and regulations

The Association may contract with the CDD to provide some or many of these management services, and/or to provide enhanced maintenance services for the appearance and operational efficiencies of the community. In that event, the cost of such services shall be assessed by the District and/or the Association.



## Exhibit 8

### MAINTENANCE PROGRAM

A Maintenance Program is being developed for the operation and care of the community's common areas and amenities. Many of these maintenance responsibilities will be exercised by the CDD, at least at first, along with the oversight and management provided by the Association.

Some of these maintenance operations will include:

Weekly:	Roadways and Sidewalks – inspection; cleaning of debris
	Lake Areas – inspection, including outfall structures; clean litter and debris as required.
	Landscaping & Grassy Areas – mowing, weeding and cleaning
Bi-Weekly:	Signage & Lighting – clean and/or repair, as needed.
Monthly:	Tree and Landscape Service – pruning & shaping
Quarterly:	Tree and Landscape Service – fertilization, pest control, as needed
Annual:	Signage – painting, as needed
	Lakes and Common Areas – remove nuisance or exotic species
	Landscape Areas – Fences and walls – inspect, and repair/replace, as needed
	Trees and Shrubbery – inspect and replace, if needed
Biennial:	Inspect surface water system, and report to Southwest Florida Water Management District.

NOTE: This Maintenance Program is subject to periodic review and adjustments by the Association Board.

**Exhibit 9**

**Irrigation System, Easement/License and Reimbursement Agreement for Phase 1B and Phase 1C of the  
Residences at CrossCreek Homeowners Association, Inc.**

**IRRIGATION SYSTEM, EASEMENT/ LICENSE AND REIMBURSEMENT  
AGREEMENT FOR PHASE 1B AND PHASE 1C OF THE RESIDENCES AT  
CROSSCREEK HOMEOWNERS ASSOCIATION, INC.**

This Irrigation System, Easement/License And Reimbursement Agreement For Phase 1B And Phase 1C Of The Residences At Crosscreek Homeowners Association, Inc. (this "Agreement") dated this 26th day of March, 2020 (the "Effective Date"), by and between the Parrish Land Trust Under Land Trust Agreement Dated December 20, 2016 (hereinafter referred to as the "Developer"), Crosscreek Irrigation Water LLC, a Florida limited liability company (hereinafter referred to as "Licensee"), and the Residences At Crosscreek Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

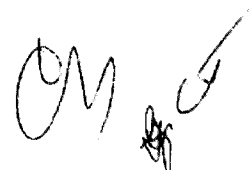
**RECITALS**

**WHEREAS**, Developer is the exclusive owner of certain Declarant/Developer rights, as such rights govern Phase 1B and Phase 1C of the "Residences At Crosscreek," a residential subdivision located in Manatee County, Florida (the "Subdivision"), which Subdivision is created pursuant to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Residences at Cross Creek, as recorded on April 21, 2017 in Official Records Book 2670, Page 4135 of the Official Records of Manatee County, Florida (the "A&R Declaration"), as amended and recorded on September 26, 2017 in Book 2694, Page 417 of the Official Records of Manatee County, Florida (the "First Amendment"), as amended and recorded on March 11, 2019 in Book 2771, Page 5645 of the Official Records of Manatee County, Florida (the "Second Amendment"), as amended and recorded on January 15, 2020 as Instrument No.: 202041004749 of the Official Records of Manatee County, Florida (the "Third Amendment"), collectively, the A&R Declaration, First Amendment, Second Amendment, and Third Amendment shall be referred to as the "Declaration"; and

**WHEREAS**, Developer owns all of the lands comprising the Subdivision and owns all rights with respect to waters under or upon said lands whether existing or created by the excavation of land to create wells, lakes or ponds; and

**WHEREAS**, the Declaration provides specific covenants and conditions concerning the development, improvement, and usage of the Subdivision property for the benefit and protection of all Subdivision Lot Owners; and

**WHEREAS**, in accordance with the Declaration, the Subdivision shall be served by a Central Irrigation System through which the non-potable water for irrigation shall be provided to all Subdivision Lot Owners and all Common Properties; and



**WHEREAS**, pursuant to its obligations under the Declaration, the Association shall own, operate, maintain, control, and be responsible for the Common Area Irrigation System; and

**WHEREAS**, Licensee owns (and/or controls by means of appropriate license, easement, or other interest) and operates certain pumping and transmission facilities for irrigation water, even if such water is piped to the Subdivision from another source; and

**WHEREAS**, Licensee has been created for the purposes of funding the cost of and installing the Central Irrigation System and making the Central Irrigation System available to the Association to provide irrigation within the Subdivision at a cost competitive to alternative sources of non-potable water for irrigation including: (i) individual lot wells; (ii) individual lot Reclaimed Water source systems; or (iii) potable water from Manatee County (collectively "**Alternate Sources**"), all of which are available; and

**WHEREAS**, the Declaration requires that the Association maintain and operate a Central Irrigation System for the benefit of the residents in the Subdivision; and

**WHEREAS**, Article 13 of the Declaration expressly contemplates that Developer and/or the Association may enter into license agreements to provide a Central Irrigation System; and

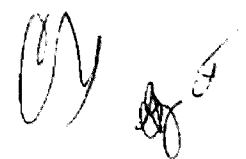
**WHEREAS**, the Declaration requires that each Lot have a separate, individual automated lawn and landscaping irrigation system (the "**Lot Irrigation Systems**"), which Lot Irrigation Systems will be connected to the Central Irrigation System; and

**WHEREAS**, in consideration of Licensee's investment in creating the Central Irrigation System, the Developer and Association shall hereby grant an exclusive license to Licensee for the use of all surface and sub-surface waters within the Subdivision as a water source for the Central Irrigation System and to compensate Licensee for its investment by the payment and collection of Irrigation Fees, all as set forth herein; and

**WHEREAS**, Developer is the exclusive owner of and maintains sole control of the waters (surface and sub-surface) located within the Subdivision; and

**WHEREAS**, the Association desires to fulfill its irrigation responsibilities by providing use of waters to the Subdivision, and Licensee, Developer and Association are willing to grant license to withdraw such waters for the use and benefit of the Association and its Members on the terms and conditions set forth below to which the Association and Developer are agreeable.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:



## ARTICLE I DEFINITIONS

1.1 **Definitions.** As used in this Agreement, the following capitalized terms shall have the following meanings:

a. **"Central Irrigation System"** shall have the meaning set forth in Article 4.1 of this Agreement.

b. **"Irrigation Fees"** shall mean the fees paid to the Licensee hereunder for irrigation services to the Common Properties (**"Irrigation Fees - Common"**) and to the Lots (**"Irrigation Fees - Lots"**).

c. **"Lake"** or **"Lakes"** shall mean each and every lake or pond within the Subdivision including the stormwater retention facilities identified on the plat of the Subdivision.

d. **"Permits"** shall mean any governmental permits, licenses or other authorizations as may be required to utilize and control the surface and subsurface waters of the Subdivision, to install and operate Wells, pumps, and other water control devices, or to otherwise carry out the functions described herein.

e. **"Reclaimed Water"** shall mean water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but which does not qualify as potable water under applicable governmental regulations.

f. **"Subdivision Landscaping"** shall mean all lawns and landscaping presently or hereafter installed on the Subdivision Property.

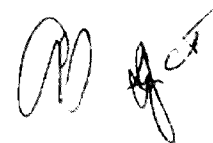
g. **"Subdivision Property"** shall mean the Lots and Common Property located within Phase 1B, and Phase 1C, as more particularly described in Exhibit "A," attached hereto and made a part hereof, but shall not include any Lots located in Phase 1A.

h. **"Wells"** shall mean any wells installed within the Subdivision to extract water from beneath the surface of the land.

1.2 **Other Terms; Recitals.** All capitalized terms used in this Agreement which are not defined above or elsewhere in this Agreement shall have the meaning set forth in the Declaration. The above-described recitals are true and correct and are incorporated herein.

## ARTICLE II GRANT OF LICENSE

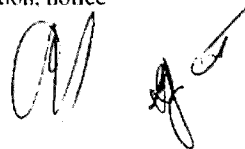
2.1 **License.** Developer, and the Association, as the Developer's successor in interest to the Common Properties, hereby grant to the Licensee, for the term of this Agreement and on the conditions set forth herein, an exclusive license to withdraw and/or provide water



from Wells, Lakes, or from any reclaimed water source available, to the Subdivision for the sole purpose of irrigating the Subdivision Landscaping. The Licensee's right to provide water pursuant to this license shall be limited to water quantities as are reasonably necessary to irrigate the Subdivision Landscaping. The Licensee shall not provide water pursuant to this license more frequently or in greater volume than is reasonably necessary to provide proper irrigation for the Subdivision Landscaping. In no event shall the Licensee provide water pursuant to this license for any use other than the irrigation of the Subdivision Landscaping. The license hereby granted to Licensee includes, without limitation, access to all portions of the Common Properties and the Lots necessary for the installation of the Central Irrigation System. In no event shall the Association provide any water from the Wells or other subsurface water sources, or any of the Lakes or other elements of the surface water management system of the Subdivision or access Reclaimed Water from Manatee County, except in accordance with the terms of this Agreement.

**2.2 Reserved Rights.** Licensee is hereby granted the right to use the licenses exclusively in any manner determined in its sole discretion not inconsistent with the terms of this Agreement. Without limiting the foregoing, nothing herein shall be deemed to limit or affect Licensee's right to: (a) increase or decrease the water level of the Lakes or any other elements within the surface water management system of the Subdivision from time to time for any purpose and by any means, including the installation, control, and use of: drainage control devices and apparatus; additional lakes, ponds swales, culverts, inlets, and outfalls; Wells and pumps; and Reclaimed Water and related facilities; (b) in accordance with applicable governmental regulations, add Reclaimed Water to the surface water management system for any purpose, including but not limited to purposes related to irrigation of the Subdivision (whether or not pursuant to the terms of this Agreement); or (c) remove or withdraw all or any part of the water from the Wells, Lakes or any other portion of the surface water management system for any purpose, including but not limited to maintenance, compliance with governmental regulations, or extraction of fill dirt. The rights of Licensee set forth in this Agreement are for its sole benefit and may be exercised, waived, released, or assigned, in whole or in part, in its sole and absolute discretion. Upon any assignment of this Agreement, Licensee shall be released from the provision hereof, and the assignee shall enjoy the rights and benefits provided for herein. No person shall have any cause of action against Licensee on account of its exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any such rights. No well shall be drilled, installed, and/or operated by either the Association and/or its Members within the Community without the express written consent of the Licensee, which consent may be withheld by the Licensee in its absolute and sole discretion. The use of an individual well by the Owner of a Lot for irrigation purposes shall be prohibited unless otherwise approved in writing by the Licensee.

**2.3 Water Treatment.** As part of the Association's responsibilities to maintain the Lakes and surface water management system of the Subdivision, the Association may chemically treat or cause a third-party to chemically treat the water within the surface water management system of the Subdivision from time to time. Prior to any such treatment, the Association agrees to provide or to cause any such third-party to provide at least one (1) weeks' advance written notice to Developer (following turnover of the Association, notice



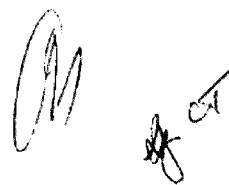
to the Developer shall not be required) and Licensee of the date and nature of the treatment and the chemical(s) to be used in the treatment. Upon the written request of Licensee, any such notice(s) shall also be sent to such additional parties as may be designated by Licensee from time to time and, in such case, in addition to the notice sent to Licensee there shall be sent a written confirmation of any such additional parties which were notified of the intended treatment.

**2.4 Supply.** Subject to the provisions of this Agreement, Licensee shall make available to the Subdivision such amount of irrigation water as may be utilized by the Subdivision. The parties acknowledge, however, that due to many factors, such as natural causes, environmental conditions, Acts of God, governmental regulation, and Licensee's exercising any of its reserved rights referenced in Article 2.2 of this Agreement, the availability of water from time to time may be insufficient to satisfy the reasonable water quantity requirements for the irrigation of the Subdivision Landscaping. The parties acknowledge that governmental regulations may from time to time require the suspension of the withdrawal of water from the Wells. Special provisions concerning termination of this Agreement in the event of protracted insufficient water resources are set forth in Article 6.2 of this Agreement. Pursuant to the provisions of Article 2.2 of this Agreement, Licensee may, in its sole and absolute discretion and without notice, add Reclaimed Water to the surface water management system, or directly utilize Reclaimed Water as a source of water within the Central Irrigation System and, at its cost and expense, establish other transmission facilities to service the Subdivision. The Water Company shall not be liable to users for water quantity, quality, and pressure provided.

### ARTICLE III IRRIGATION FEES

**3.1 Subdivision Landscaping.** It is contemplated that the Subdivision Landscaping will include lawns and landscaping on both the Lots and the Subdivision's Common Property. With respect to the Subdivision's Common Property, the Association's responsibility to irrigate the lawns and landscaping began upon recording of the Subdivision plat in the Official Records. With respect to the Lots, the Association's responsibility to provide sources to irrigate the lawns and landscaping will commence as homes are constructed on the Lots. In view of the differences in the commencement and scope of the Association's irrigation responsibilities for the Subdivision's Common Property and the Lots, the fees payable hereunder by the Association to Licensee ("**Irrigation Fees**") will be differentiated in accordance with the provisions of Articles 3.2 and 3.3 of this Agreement.

**3.2 Subdivision Common Area Fees.** In consideration of the Licensee's construction of the Central Irrigation System to be used by the Association for the irrigation of lawns and landscaping on the Subdivision's Common Property, the Association shall pay to Licensee a monthly Irrigation Fee ("**Irrigation Fee-Commons**") in accordance with the following provisions:

Handwritten signature and initials in black ink, located at the bottom right of the page.

a. Association agrees that the rates to be charged shall be those shown in the rate schedule attached hereto as Exhibit "B" and by this reference incorporated herein (the "**Association Rate Schedule**").

b. Licensee may establish, amend, or revise from time to time in the future different rates or rate schedules reflecting rates other than those shown in Exhibit "B."

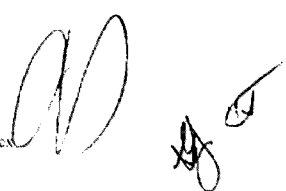
**3.3 Lot Fees.** In consideration of the Licensee's construction of the Central Irrigation System to be used by the Association (and its members) for the irrigation of lawns and landscaping on the Lots, the Association shall pay to Licensee a monthly Irrigation Fee per Lot ("**Irrigation Fee-Lots**") in accordance with the following provisions:

a. The monthly Irrigation Fee-Lots shall be based upon the number of Lots that have been issued Certificates of Occupancy by Manatee County for homes constructed thereon. With respect to each Lot, payment by the Association to Licensee of the monthly Irrigation Fee-Lots shall commence upon the first day of the next calendar month following the issuance by Manatee County of a Certificate of Occupancy for a home constructed on the Lot. Monthly Irrigation Fees-Lots shall be payable in advance on the first day of each month. The monthly Irrigation Fee-Lots shall be paid to Licensee regardless of the Association's collection of assessments for common expenses from its members.

b. The monthly Irrigation Fee-Lots shall be the rates shown in the rate schedule attached hereto as Exhibit "C" (the "**Irrigation Fee-Lots Rate Schedule**").

c. Licensee may establish, amend, or revise from time to time in the future different rates or rate schedules reflecting rates other than those shown in Exhibit "C."

**3.4 Abatement.** If, by reason of natural causes, environmental conditions, Acts of God, governmental regulation, Licensee's exercising any of its reserved rights referenced in Article 2.2 of this Agreement, or otherwise, the available water volume should at any time be insufficient to permit withdrawal by the Association of an adequate quantity of water to irrigate the Subdivision Landscaping in a proper manner, the monthly Irrigation Fees set forth in Articles 3.2 and 3.3 of this Agreement shall be equitably abated during the period that the available water volume remains insufficient. Such abatement shall terminate once the available water volume is available in sufficient quantities to permit withdrawal by the Association of an adequate quantity of water to irrigate the Subdivision Landscaping in a proper manner. If the Association is unable to withdraw any water at all due to insufficient available water volume or any other cause outside the control of the Association, including a suspension of such withdrawal rights on account of governmental regulatory requirements, then the monthly Irrigation Fees set forth in Articles 3.2 and 3.3 of this Agreement shall be fully abated until the Association is again able to withdraw water in accordance with the terms of this Agreement. However, if any reduction or suspension of water volume shall be caused by vandalism, damage from third parties, or damage from the Association or its members, the monthly Irrigation Fees shall not be abated or offset.

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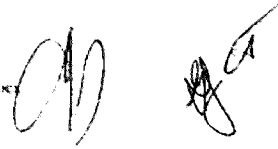
#### ARTICLE IV CENTRAL IRRIGATION SYSTEM

**4.1 Installation.** Licensee shall, at its sole expense and at no expense to the Association, install the components of the Central Irrigation System, to include, without limitation, pump stations and facilities, irrigation pumps and transmission pipes and lines, electrical panels and pedestals, Wells and pumping equipment and controls. The foregoing components, together with all timers, valves, and other accessory equipment and components comprising the Central Irrigation System for the Subdivision, as the same may be modified from time to time (but not including the separate Lot Irrigation System of the Lot Owners in their respective Lots), are referred to herein as the "Central Irrigation System". Pump Stations and Facilities may be installed on the Association's Common Property as necessary, in the sole discretion of Licensee.

**4.2 Ownership.** Initially, Licensee and/or Developer shall have exclusive title to and control of all electrical panels, pedestals, stations, controls, Wells, pumps, pipes, lines, timers, valves, and other components and facilities comprising the Central Irrigation System. At the expiration of the Primary Term (hereinafter defined), Licensee and/or Developer shall transfer and convey the Central Irrigation System to the Association subject to the terms hereof. Such transfer and conveyance shall not include an assignment of any rights to receive Irrigation Fees provided in Article III of this Agreement, all of such rights being expressly reserved by Licensee. No part of the Central Irrigation System shall be considered a fixture to the Subdivision Property, but shall be and remain personal property. If this Agreement is terminated prior to the expiration of the first Extended Term (as defined below), then the Licensee shall have the right to remove the Central Irrigation System and all of its components within a reasonable time, which shall not be less than six (6) months after any termination (the "**Removal Period**"). During the Removal Period, Licensee shall have the right to enter onto the Subdivision Property during all reasonable hours (including all daylight hours) to remove the Central Irrigation System and shall use its best efforts to minimize any damage caused by the removal.

#### ARTICLE V MAINTENANCE PAYMENT AND ELECTRICITY

**5.1 Maintenance.** The Association shall, at its sole expense and at no expense to Developer or Licensee, provide routine maintenance on the Central Irrigation System, such as replacement of sprinkler heads and replacement of timers, and keep it in good operating condition to assure water conservation and the proper supply of water to irrigate the Subdivision Landscaping. Licensee shall, at its sole expense and at no expense to the Association, provide all major repairs and maintenance on the Central Irrigation System. For purposes hereof, the phrase "**major repairs and maintenance**" shall mean any maintenance and repairs to the main irrigation line or components of the Central Irrigation System that exceed \$1,000.00 per occurrence for such items as replacement of the main lines and pumps. Notwithstanding anything contained in this Agreement, the Licensee shall not be responsible for any repairs or maintenance to individual Lots, watering heads/devices, ancillary lines on common property, or for damage/vandalism caused by a

Two handwritten signatures are present in the bottom right corner of the page. The first signature is a stylized, cursive 'M' or 'D'. The second signature is a more complex, cursive signature, possibly 'A. Colonnese'.



third party, including, but not limited to, members, guests, invitees, or trespassers. For any major repairs and maintenance, the Association shall provide written notice to Licensee informing it of all available facts regarding the alleged major repair and/or maintenance required and the need for repairs. Within a reasonable time, Licensee shall inspect the issue and, provided that it is a major repair and/or maintenance, shall diligently repair and/or maintain same. Licensee shall in no event be obligated to reimburse the Association for repairs undertaken by the Association or other third party, and the Association shall have no right of offset for amounts owed pursuant to this Agreement unless otherwise agreed to in a separate writing between the parties.

**5.2 Electricity Usage.** The Central Irrigation System shall have its own separate electrical panel and meter(s), which shall be in the name of the Association. If the electricity is not billed directly to the Association, then the Association agrees to pay the Licensee within ten (10) days of receipt of Licensee's statement for electricity charges and deposits due to the electrical utility.

## **ARTICLE VI TERM OF AGREEMENT**

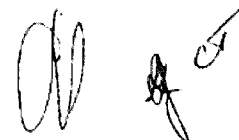
**6.1 Term.** This Agreement shall have an initial term of thirty (30) years from the effective date of this Agreement (the "**Primary Term**"). This Agreement has three (3) additional terms of ten (10) years each. Each subsequent 10-year term will automatically renew unless the Licensee provides written notice between 365 days and 180 days of the current Agreement term's expiration that the Licensee providing the written notice does not wish for the Agreement to continue and will treat the Agreement as terminated upon the expiration of the current Agreement term. Each subsequent 10-year term will be known as "Extended Term 1," "Extended Term 2," and "Extended Term 3." The licensing fees shall be subject to annual or other increases throughout each Extended 10-year Term. Upon expiration of the then effective Term, neither Developer nor the Licensee shall be obligated to provide or arrange for the provision of Alternate Sources of systems for irrigation of Subdivision Landscaping, and all obligations under this Agreement shall be terminated.

**6.2 Intentionally Deleted.**

**6.3 Intentionally Deleted.**

## **ARTICLE VII GRANT OF EASEMENTS BY ASSOCIATION**

**7.1 Grant of Easements.** The Developer hereby reserves and the Association, as successor to the Common Properties, hereby grants to Developer and Licensee: (i) a perpetual and exclusive easement in, on, under, through, or over the lands comprising the Subdivision for the installation, maintenance, repair, inspection, removal, and replacement of any and all of the components of the Central Irrigation System for the irrigation of the Subdivision Landscaping and for ingress and egress thereto; (ii) a perpetual and exclusive easement for the installation of Wells, pumps, pipes and other irrigation and water withdrawal equipment

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by Developer and Licensee in order to withdraw water for purposes consistent with this Agreement; (iii) a perpetual and exclusive water flowage easement over all of the Lakes and other components of the surfacewater management system of the Subdivision; and (iv) an access easement on, under, through, or over the lands comprising the Subdivision for the removal of the Central Irrigation System by Developer and/or Licensee. The reservation of such easements shall in no way be construed to obligate the Developer or Licensee to maintain the Central Irrigation System. The easements granted herein shall terminate six (6) months after the termination of this Agreement as provided herein.

## ARTICLE VIII GOVERNMENTAL REGULATIONS

**8.1 Compliance With Laws.** During the term of this Agreement, the Association shall comply in all material respects with the provisions of applicable laws and governmental regulations concerning the use of the Central Irrigation System for furnishing irrigation water to the Subdivision Landscaping, including, without limitation, any requirements for compatibility and connection to municipal Reclaimed Water systems.

**8.2 Permits.** Developer and Licensee shall have the right to obtain, or to cause to be obtained, any Permits that may be required to use and control the surface and subsurface waters within the Subdivision, and shall have the right to take such other actions that may be necessary or appropriate, in their sole discretion, in applying for and keeping in force any such Permits. Notwithstanding anything to the contrary set forth herein, any allowable water use by the Association hereunder shall be subject to the requirements and limitations of the Permits. The Association shall, if requested by Developer or Licensee, accept transfer of any such Permits. After transfer of the Permits to the Association, the Association shall also pay any and all costs or fees associated with applying for, maintaining and complying with the requirements of the Permits.

## ARTICLE IX HOLD HARMLESS

**9.1 Operations.** The Association shall hold the Developer and Licensee harmless against all liability for the cost of operating, repair and maintenance of the Central Irrigation System.

**9.2 Injury.** The Association shall fully defend and indemnify Developer and Licensee against any claim, liability, or expense, including attorneys' fees for trial and appellate proceedings, for personal injury or property damage arising from, related to, or connected with the operation of the Central Irrigation System, except to the extent such claim, liability, or expense is due to the sole negligence of Developer and Licensee.

**9.3 Liability.** Developer or Licensee shall not be liable to the Association or any Lot owner for any inconvenience, loss, liability, damage, or consequential damages resulting from or indirectly caused by: (a) any defects or deficiencies in the installation, use, or operation of the Central Irrigation System; (b) any inability of the Association to withdraw water

pursuant to Article II in sufficient quantities to irrigate the Subdivision Landscaping adequately, whether such inability results from natural causes, environmental conditions, Acts of God, power failures, governmental regulation, or otherwise; or (c) the physical characteristics of the water, including mineral, chemical or biological elements contained therein.

**9.4 No Warranties.** Developer and Licensee make no warranty or representation with respect to the design or installation of the Central Irrigation System. However, Developer and/or Licensee shall assign to the Association any and all contractual warranties provided by the contractor(s) which actually design and install the Central Irrigation System, if any such contractual warranty is provided or remains in effect.

**9.5. Water Quantity, Quality, and Pressure.** The Licensee and the Developer shall not be liable either to the Association, and/or any Owners for the quantity, quality, and pressure of water provided to the Association, and/or any Owners.

#### ARTICLE X NOTICES

**10.1 Notices.** Until changed in writing, all notices to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the address of the parties specified.

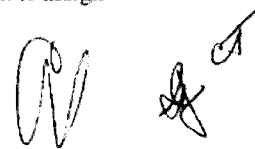
Party	Notice Address
Parrish Land Trust Under Land Trust Agreement Dated December 20, 2016	1651 Whitfield Ave., Suite 200 Sarasota, FL 34243
Crosscreek Irrigation Water LLC	1651 Whitfield Ave., Suite 200 Sarasota, FL 34243
The Residences At Crosscreek Homeowners Association, Inc.	1651 Whitfield Ave., Suite 200 Sarasota, FL 34243

#### ARTICLE XI MISCELLANEOUS PROVISIONS

**11.1 Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable, such holding shall not affect the validity of the remainder of this Agreement.

**11.2 Complete Agreement; Modification.** This Agreement contains all of the terms, conditions, covenants, and agreements between the parties. No modification of this Agreement shall be binding unless made in writing and signed by the parties hereto.

**11.3 Binding Effect.** This Agreement shall be binding upon and inure to the exclusive benefit of Lots 01 through 85 of Phase 1B, and Lots 86 through 143 of Phase 1C, the parties hereto, their legal representatives, successors, and assignees, but this Agreement shall not apply to any Lots located in Phase 1A. Developer and Licensee reserve the right to assign



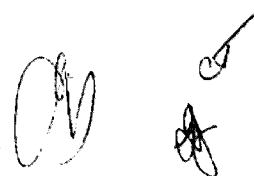
all or any part of their rights and responsibilities hereunder, whether personal in nature or not, to any successor in interest, including any mortgagee or any Successor Developer or Partial Successor Developer.

**11.4 Governing Law and Venue.** This Agreement has been drawn and executed and shall be performed in the State of Florida, and all questions concerning this Agreement, and performance hereunder, shall be adjudged and resolved in accordance with the laws and within the courts of the State of Florida. Any dispute or litigation arising out of the terms of this Agreement shall be resolved in a civil circuit court of competent jurisdiction located in the county where the Subdivision is located.

**11.5 Reasonable Attorneys' Fees and Costs.** If any party institutes against another party any Proceeding(s) (as defined in this Section) to enforce or interpret any provisions of this Agreement, or to recover damages by reason of any alleged breach of any provision(s) of this Agreement, or to obtain any other judicial or quasi-judicial remedy, then the Prevailing Party (as defined in this Section) in the Proceeding(s) shall have the right to and be entitled to recover from the non-prevailing party all of its bond costs, court costs, duplicating costs, expert witness fees and costs, investigation costs, postage, printing costs, reasonable attorneys' fees (regardless of the type of fee arrangement structure), and any other disbursements or expenses, whether paid or accruing, to arise from the Proceeding(s) and to arise from any subsequent Proceeding(s) instituted by any party against another party to establish the reasonableness of the amounts sought, whether paid or accruing, from the previous Proceeding(s). For purposes of this Section, the term "**Prevailing Party**" is defined as the party named in a Proceeding(s) (as defined herein) who is awarded by an arbitrator, court, magistrate, mediator, or other trier of fact, a final judgment of substantial relief on the significant issue(s) presented in a Proceeding(s), including without limitation, the termination of any Proceeding(s) by voluntary dismissal, whether with or without prejudice. For purposes of this Section, the term "**Proceeding**" is defined as any completed, pending, or threatened, alternate dispute resolution process, appeal, arbitration, cause of action, claim, counterclaim, declaratory action, defense, government inquiry or investigation, issue, hearing, lawsuit, litigation, matter, mediation, subpoena, or any other judicial or quasi-judicial proceeding, whether formal or informal, and in each case administrative, arbitral, civil, criminal, or investigative..

**11.6 No Waiver.** The failure of any party to insist upon strict performance of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance of that or any other obligation in the future. No custom or practice of the parties at variance with the terms hereof shall constitute a waiver, nor shall any delay or omission of a party to exercise any rights arising from a default impair the party's rights as to such default or any subsequent default.

**11.7 Captions.** Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereunder.

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**11.8 Number and Gender.** Whenever required by the context, the singular number shall include the plural and the plural the singular, and any gender shall include all genders.

**11.9 Recording.** One fully executed original of this Agreement shall be recorded in the Official Records of the county where the Subdivision is located.

**11.10 Cooperation.** The parties agree to cooperate and execute all documents necessary to implement and carry out the provisions of this Agreement.

**11.11 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties may not be signatories to the same counterpart.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day and year first written above.

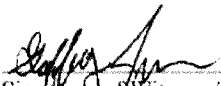
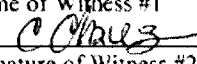
Signed, sealed, and delivered in the presence of:

**The Developer:**

The Parrish Land Trust Under Land Trust Agreement Dated December 20, 2015

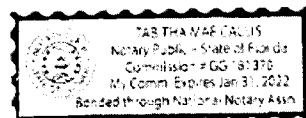
By: Land Experts, Inc., a Florida corporation  
Its: Trustee

By: Carlos M. Beruff  
Its: President

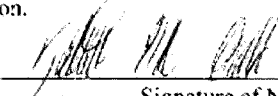
  
Signature of Witness #1  
Geoffrey Johnson  
Name of Witness #1  
  
Signature of Witness #2  
CHRISTOPHER CHAVEZ  
Name of Witness #2



STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26<sup>th</sup> day of March, 2022, by Carlos M. Beruff, President, on behalf of Land Experts, Inc., a Florida corporation. He/she is personally known to me ☒ or has produced \_\_\_\_\_ as identification.



SEAL

  
Signature of Notary Public  
Tabitha Mae Callis  
Name of Notary Public  
My Commission Expires: Jan 31, 2022

Signed, sealed, and delivered in the  
presence of:

**The Licensee:**

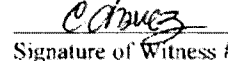
Crosscreek Irrigation Water LLC, a Florida  
limited liability company

By: Land Experts, Inc., a Florida corporation  
Its: Manager

By: Charlie Tokarz  
Its: Vice President

  
Signature of Witness #1

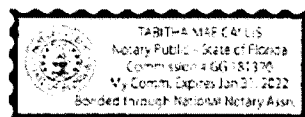
George J. Jones  
Name of Witness #1

  
Signature of Witness #2

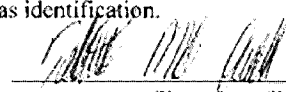
CHRISTOPHER CHAVEZ  
Name of Witness #2

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐  
online notarization this 20<sup>th</sup> day of March, 2020, by Charlie Tokarz, Vice  
President, on behalf of Land Experts, Inc., a Florida corporation. He/she is personally known to  
me ☒ or has produced \_\_\_\_\_ as identification.



SEAL

  
Signature of Notary Public  
Tabitha Mae Callis  
Name of Notary Public  
My Commission Expires: Jan 31, 2022

**JOINDER BY THE ASSOCIATION**

The Residences at Cross Creek Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Association**") joins in and adopts this Amendment, and ratifies and accepts the duties and obligations of the Association as prescribed herein.

Signed, sealed, and delivered in the presence of:

**The Association:**

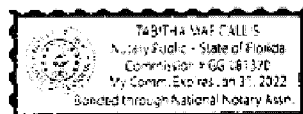
The Residences at Cross Creek Homeowners Association, Inc., a Florida not-for-profit corporation

By: Chris Chavez  
Its: Vice President, Director

[Signature]  
Signature of Witness #1  
Geoffrey Johnson  
Name of Witness #1  
[Signature]  
Signature of Witness #2  
Samuel Cortez  
Name of Witness #2

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24<sup>th</sup> day of March, 2022, by Chris Chavez, Vice President, Director, on behalf of the Residences at Cross Creek Homeowners Association, Inc., a Florida not-for-profit corporation. He/she is personally known to me ☒ or has produced \_\_\_\_\_ as identification.



SEAL

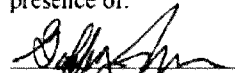
[Signature]  
Signature of Notary Public  
Tabitha Mae Collins  
Name of Notary Public  
My Commission Expires: Jan 31, 2022



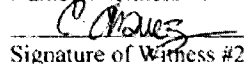
**JOINDER BY COMMUNITY DEVELOPMENT DISTRICT**

The Cross Creek Community Development District, a government body whose powers and duties are prescribed in Chapter 190, Florida Statutes (the "**District**"), joins in and adopts this Amendment, and ratifies and accepts the duties and obligations of the District as prescribed herein, if any.

Signed, sealed, and delivered in the presence of:

  
Signature of Witness #1

Geoffrey Jones  
Name of Witness #1

  
Signature of Witness #2

CHRISTOPHER CHAVEZ  
Name of Witness #2

**The District:**

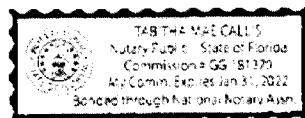
Cross Creek Community Development District

By: Charles Tokarz

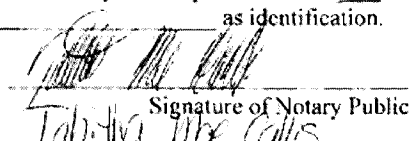
Its: Chairman of the Board of Supervisors

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of March, 2022, by Charles Tokarz, Chairman of the Board of Supervisors, on behalf of the Cross Creek Community Development District. He/she is personally known to me [☒] or has produced \_\_\_\_\_ as identification.

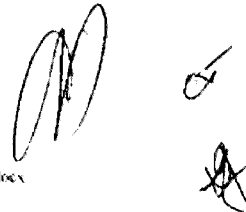


SEAL

  
Signature of Notary Public  
Tabitha Mae Callis  
Name of Notary Public  
My Commission Expires: Jan 31, 2022

**Exhibit "A"**  
**Legal Description – Phase 1B and Phase 1C**

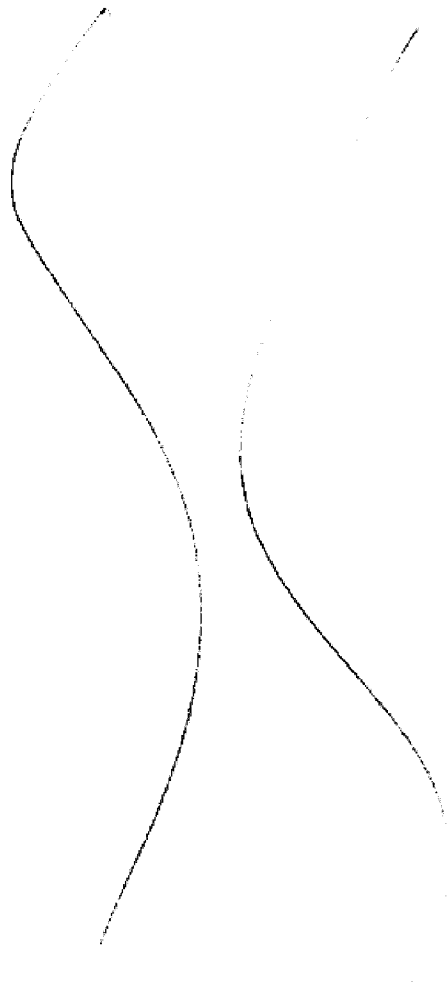
COMMENCE AT THE NORTH-WEST CORNER OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE N. 89°55'58"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, A DISTANCE OF 332.28 FEET, THENCE S 00°04'02"E., A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF THE ADDITIONAL RIGHT OF WAY DEDICATED BY THE CROSS CREEK PHASE I-A SUBDIVISION, RECORDED IN PLAT BOOK 53, PAGE 97, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N. 89°55'58"E., ALONG THE NORTH LINE OF SAID ADDITIONAL RIGHT OF WAY, A DISTANCE OF 983.95 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N. 89°55'59"E., ALONG THE SOUTH RIGHT OF WAY LINE OF GOLF COURSE ROAD (66 FEET WIDE), AS SHOWN IN SAID SUBDIVISION AND THE SOUTH LINE OF THE ROAD RIGHT OF WAY FOR GOLF COURSE ROAD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 785, PAGE 289, SAID PUBLIC RECORDS, A DISTANCE OF 35.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN "PARCEL ONE" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1399, PAGE 5984, SAID PUBLIC RECORDS; THENCE S. 00°03'03"W., ALONG THE WEST LINE OF SAID "PARCEL ONE" AND THE WEST LINE OF THAT CERTAIN "PARCEL TWO" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1322, PAGE 3592, A DISTANCE OF 2632.03 FEET TO THE SOUTHWEST CORNER OF SAID "PARCEL TWO"; THENCE S. 89°59'03"E. ALONG THE SOUTH LINE OF SAID "PARCEL TWO," A DISTANCE OF 43.24 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1170, PAGE 5, SAID PUBLIC RECORDS, THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID CERTAIN PARCEL IN OFFICIAL RECORDS BOOK 1170, PAGE 5 (1) S. 01°39'22"W., A DISTANCE OF 475.25 FEET; THENCE (2) S. 89°59'00"E., A DISTANCE OF 524.89 FEET; THENCE (3) S. 00°04'21"W., A DISTANCE OF 893.18 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2373, PAGE 5295, SAID PUBLIC RECORDS, THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL OF LAND IN OFFICIAL RECORDS BOOK 2373, PAGE 5295, (1) N. 89°55'39"W., A DISTANCE OF 502.28 FEET; THENCE (2) S. 50°13'00"W., A DISTANCE OF 172.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, A CHORD BEARING N. 40°27'00"W., 13.38 FEET AND A CENTRAL ANGLE OF 01°20'00"; THENCE (3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.38 FEET; THENCE (4) S. 48°53'00"W., A DISTANCE OF 480.16 FEET; THENCE (5) S. 90°00'00"W., A DISTANCE OF 189.84 FEET TO THE SOUTHEAST CORNER OF TRACT "M," SAID CROSS CREEK I-A SUBDIVISION, THENCE THE FOLLOWING THIRTY-TWO (32) COURSES ALONG THE EASTERLY BOUNDARY LINE OF SAID

Handwritten signatures and initials in black ink, including a large stylized 'M' and several smaller initials.

SUBDIVISION (1) N 12°00'00"W, A DISTANCE OF 539.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING N 57°00'00"W, 35.36 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE (3) N 12°00'00"W, A DISTANCE OF 194.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING N 33°00'00"E, AND A CENTRAL ANGLE OF 90°00'00"; THENCE (4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE (5) N 78°00'00"E, A DISTANCE OF 43.64 FEET; THENCE (6) N 12°00'00"W, A DISTANCE OF 50.00 FEET; THENCE (7) N 03°39'00"W, A DISTANCE OF 122.67 FEET; THENCE (8) N 00°37'00"W, A DISTANCE OF 81.89 FEET; THENCE (9) N 02°18'00"E, A DISTANCE OF 75.59 FEET; THENCE (10) N 05°06'00"E, A DISTANCE OF 75.59 FEET; THENCE (11) N 08°01'00"E, A DISTANCE OF 33.70 FEET; THENCE (12) N 81°59'00"W, A DISTANCE OF 78.83 FEET; THENCE (13) N 72°48'00"W, A DISTANCE OF 34.08 FEET; THENCE (14) N 21°48'00"E, A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING N 01°00'40"W, 119.83 FEET AND A CENTRAL ANGLE OF 134°22'39"; THENCE (15) NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 152.45 FEET; THENCE (16) N 12°39'00"E, A DISTANCE OF 220.83 FEET; THENCE (17) N 75°30'00"W, A DISTANCE OF 369.19 FEET; THENCE (18) N 35°34'00"W, A DISTANCE OF 139.40 FEET; THENCE (19) N 54°26'00"E, A DISTANCE OF 95.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING S 41°20'07"E, 5.03 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE (20) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.03 FEET; THENCE (21) S 35°34'00"E, A DISTANCE OF 0.48 FEET; THENCE (22) N 54°26'00"E, A DISTANCE OF 50.00 FEET; THENCE (23) N 35°34'00"W, A DISTANCE OF 0.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING N 29°47'53"W, AND A CENTRAL ANGLE OF 11°32'13"; THENCE (24) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.03 FEET; THENCE (25) N 54°26'00"E, A DISTANCE OF 103.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1056.00 FEET, A CHORD BEARING N 34°00'00"E, AND A CENTRAL ANGLE OF 40°52'00"; THENCE (26) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 753.20 FEET; THENCE (27) N 13°34'00"E, A DISTANCE OF 275.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 944.00 FEET, A CHORD BEARING N 18°22'30"E, AND A CENTRAL ANGLE OF 09°37'00"; THENCE (28) NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.44 FEET; THENCE (29) N 23°11'00"E, A DISTANCE OF 265.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 656.00 FEET, A CHORD BEARING N 03°24'30"W, AND A CENTRAL ANGLE OF 53°11'00"; THENCE (30) NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 608.92 FEET; THENCE (31) N 80°00'00"E, A DISTANCE OF 455.30 FEET; THENCE (32) N 00°03'03"E, A DISTANCE OF 307.17 FEET TO THE POINT OF BEGINNING.

BEING AND LYING IN SECTION 4, TOWNSHIP 34, RANGE 19, MANATEE  
COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS  
OF RECORD, IF ANY.



*AG*

*OK*

**Exhibit "B"**  
**The Association Rate Schedule For Common Areas**

Prior to the increase date:

1. \$100 per month payable monthly (Monthly Irrigation Fee)
2. 100% of the reuse water billing from Manatee County Public Utilities Department payable monthly, if applicable.

Commencing the first month subsequent to the increase date:

1. \$200 per month payable monthly (Monthly Irrigation Fee)
2. 100% of the reuse water billing from Manatee County Public Utilities Department payable monthly, if applicable.

The increase date shall be the date when 50% of the Lots within the Subdivision are sold to a third party homebuyer.

After the increase date, the Monthly Irrigation Fee shall increase by 3% annually on January 1 of each year, or as mandated by Manatee County, whichever is greater.



**Exhibit "C"**  
**The Irrigation Fee-Lots Rate Schedule**

Prior to the increase date:

Phase IB Single Family - \$50.00 per Unit per month payable monthly (Monthly Irrigation Fee)

Phase IC Single Family - \$60.00 per Unit (60 - 75 foot Lots) per month payable monthly (Monthly Irrigation Fee)

Phase IC Single Family - \$75.00 per Unit (76 - 130 foot Lots) per month payable monthly (Monthly Irrigation Fee)

The increase date shall be the date when 50% of the lots within the Subdivision are sold to a third party homebuyer.

After the increase date, the Monthly Irrigation Fee shall increase by 3% annually on January 1 of each year, or as mandated by Manatee County, whichever is greater.



### Bill of Sale

This Bill of Sale (this "**Bill of Sale**") dated this 26th day of March, 2020 (the "**Effective Date**") is entered into by and between the Parrish Land Trust Under Land Trust Agreement dated December 20, 2016 (hereinafter referred to as the "**Seller**"), and Crosscreek Irrigation Water LLC, a Florida limited liability company (hereinafter referred to as the "**Buyer**"), sometimes referred to as the "**Parties**."

### Recitals

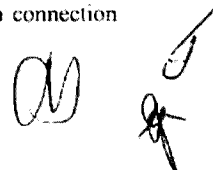
**WHEREAS**, on even date hereof, the Seller and the Buyer entered into that certain Irrigation System, Easement/License And Reimbursement Agreement For Phase 1B And Phase 1C Of The Residences At Crosscreek Homeowners Association, Inc. (the "**Agreement**") pertaining to the sale and purchase of certain assets as set forth Exhibit "A," attached hereto (the "**Acquired Assets**").

**WHEREAS**, as set forth in the Agreement, the Buyer desires to acquire from the Seller, and the Seller desires to sell, transfer, and convey to the Buyer, all of the Seller's personal property as set forth Exhibit "A," attached hereto and incorporated herein by reference in which the Seller has an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Central Irrigation System, and making the Central Irrigation System available to the Buyer to provide irrigation within Phase 1B and Phase 1C of the Residences At Crosscreek, a residential subdivision (including all future phases) located in Manatee County, Florida (the "**Subdivision**") at a cost that is competitive to alternative sources of non-potable water for irrigation including: (i) individual Lot wells; (ii) individual Lot Reclaimed Water source systems; or (iii) potable water from Manatee County (collectively "**Alternate Sources**"), all of which are available; and

**NOW, THEREFORE**, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party hereto, the Seller covenants, represents, warrants, and agrees as follows:

### Agreement

1. Sale and Conveyance. The Seller assigns, bargains, conveys, delivers, grants, sells, and transfers to the Buyer all of the Seller's right, title and interest, in and to the Acquired Assets as of the Effective Date. The terms of the Agreement, including but not limited to the Sellers' representations, warranties, covenants, and agreements relating to the Acquired Assets, are incorporated herein by this reference. The Seller and the Buyer acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Agreement are not superseded and shall remain in full force and effect only to the extent provided therein. If there is any conflict or inconsistency between the terms of the Agreement and terms of this Bill of Sale, then the terms of the Agreement shall govern. The Seller acknowledges that the acquisition of the Acquired Assets is a material inducement to the Buyer to enter into the Agreement, and that the Buyer is relying upon this Bill of Sale and the warranty of title set forth herein in connection



therewith. Except as otherwise provided in this Bill of Sale, the Buyer is selling the Acquired Assets in an "as is" condition and state of repair.

2. Warranties. The Seller assigns to the Buyer any and all assignable product warranties made by third parties relating to the Acquired Assets and agrees that the Buyer may make claims under any such warranties in its own name.

3. Governing Law. This Bill of Sale shall be construed and enforced in accordance with and governed by the laws of the State of Florida.

4. Binding Effect. This Bill of Sale shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns.

5. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties by their respective duly authorized officer/agent noted below have executed this Bill of Sale as of the Effective Date.

**The Seller:**

The Parrish Land Trust Under Land Trust Agreement  
dated December 20, 2016

By: Land Experts, Inc., a Florida corporation

Its: Trustee

By:   
Charlie Tokarz

Its: Vice President

**The Buyer:**

Crosscreek Irrigation Water LLC, a Florida limited  
liability

By: Land Experts, Inc., a Florida corporation

Its: Manager

By:   
Carlos M. Beruff

Its: President





**Exhibit "A"**

**CROSS CREEK PHASE 1B IRRIGATION DISTRIBUTION SYSTEM**

<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>
1. Pump Station, including 5 hp pump, and enclosure, complete	1	Each
2. 4" C900 PVC	1,770	LF
3. 6" C900 PVC	1,450	LF
4. 8" C900 PVC	60	LF
5. 6" Ductile Iron Pipe	40	LF
6. 4" Mechanical Joint Gate Valve	2	Each
7. 6" Mechanical Joint Gate Valve	3	Each
8. 8" Mechanical Joint Gate Valve	1	Each
9. 8" Mechanical Joint 90° Bend	1	Each
10. 6" x 4" Mechanical Joint Tee	2	Each
11. 6" Mechanical Joint 45° Bend	22	Each
12. 4" Mechanical Joint 22.5° Bend	7	Each
13. 6" Mechanical Joint 22.5° Bend	9	Each
14. 8" x 6" Reducer	1	Each
15. 6" x 4" Reducer	1	Each
16. Blow off w/ Gate Valve	1	Each

**CROSS CREEK PHASE 1C IRRIGATION DISTRIBUTION SYSTEM**

<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>
1. Pump Station, including 5 hp pump, and enclosure, complete	1	Each
2. 2" C900 PVC	200	LF
3. 4" C900 PVC	2,250	LF
4. 6" C900 PVC	600	LF
5. 8" C900 PVC	825	LF
6. 4" Mechanical Joint Gate Valve	5	Each
7. 6" Mechanical Joint Gate Valve	4	Each
8. 8" Mechanical Joint Gate Valve	1	Each
9. 4" Mechanical Joint 45° Bend	42	Each
10. 6" Mechanical Joint 45° Bend	16	Each
11. 8" Mechanical Joint 45° Bend	2	Each
12. 4" Mechanical Joint Tee	4	Each
13. 6" x 4" Mechanical Joint Reducer	3	Each
14. 2" Blow off w/ Gate Valve	1	Each
15. 8" x 6" Mechanical Joint Tee	1	Each
16. 4" x 2.5" Tee	1	Each
17. 2.5" Gate Valve	1	Each

**Exhibit 10**

**The Amenity Policy**

**CROSS CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

**AMENITY FACILITY POLICIES**

(September, 2019)

District Manager  
PFM Group Consulting, LLC  
12051 Corporate Blvd., Orlando, FL 32817



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### **DEFINITIONS**

**"Amenity Facility"** – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically limited to, the Pool/Pool Slide, Splash Pad, Summer Kitchen, Playground, Dog Park, Gazebo, and large event lawn, together with its appurtenant facilities and areas.

**"Amenity Facility Policies" or "Policies"** – shall mean these Amenity Facility Policies of Cross Creek Community Development District, as amended from time to time.

**"Board of Supervisors" or "Board"** – shall mean the Cross Creek Community Development District's Board of Supervisors.

**"Community Club"** – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District's Board.

**"District"** – shall mean the Cross Creek Community Development District.

**"District Manager"** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Guest"** – shall mean any individual who is invited and must be accompanied to use the Amenity Facility by a Resident, Non-Resident Member, or Renter and possesses a valid guest pass issued.

**"Homeowners Association"** – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

**"Non-Resident"** – shall mean any person or persons who do not own or rent property within the District.

**"Non-Resident Member"** – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facility.

**"Patron" or "Patrons"** – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

**"Renter"** – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

**"Resident"** – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Cross Creek Community Development District.



**"Swimming Pools and Waterslide"** -- shall mean the swimming pools and the waterslide.

#### **NON-RESIDENT ANNUAL USER FEE**

The Non- Resident Annual User Fee for any person not owning or renting real property within the District is **\$ 2, 900.00**, and this fee shall include privileges for up to 4 people total and any applicable cost to access the property. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

#### **HOMEOWNERS ASSOCIATION USE OF FACILITIES**

1. Each Homeowners Association within the Cross Creek CDD may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facility at any time.
2. Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during Homeowners' Association events.

#### **COMMUNITY CLUB USE OF FACILITIES**

1. Each Community Club must fill out a form for approval to be considered as a club before they can use the Amenity Facility. Once approved, the Community Club may use the Amenity Facility for a function. However, the District may limit or terminate a Community Club's use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during the Community Club's events.

3. The District may revoke an organization's status under these policies as a Community Club at any time.

#### **GUEST POLICIES**

1. Residents, Non-Resident Members, and Renters who bring a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter.

#### **RENTER'S PRIVILEGES**

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facility use.
2. For the Renter to be entitled to use the Amenity Facility, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facility as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.
4. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

#### **GENERAL AMENITY FACILITY PROVISIONS**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the District Management Office.
  - Pools: Dawn to Dusk (Swim at your own risk) or as otherwise required by applicable law.
  - Night swimming – Pools shall not be open for swimming at night unless the requirements for lighting as specified in paragraph 64E-9.006(2)(c), F.A.C., are met. Night swimming shall be considered one half hour before sunset to one half hour after sunrise.



- Waterslide: Seasonal hours determined by the District Management Office.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facility. (In the event a special event is held, as previously approved by the District Management Office, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents).
  5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The District Management Office reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
  6. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
  7. Only District employees, contractors or employees are allowed in the service areas of the Amenity Facility.
  8. The Board of Supervisors (as an entity), the District Management Office and its staff shall have full authority to enforce these policies. However, the District Management Office shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the District Management Office shall not constitute a continuous, ongoing waiver of said policy, and the District Management Office reserves the right to enforce all of these policies at any time he or she sees fit.
  9. Smoking/ Vaping and Electronics Cigarettes is not permitted at the Amenity Facility except within smoking areas designated by the District, if any.
  10. Disregard for rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
  11. Pool rules that are posted in the appropriate area must be observed.
  12. Patrons shall treat all staff members with courtesy and respect.
  13. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
  14. Skateboarding/**Hoverboards** are not allowed on the Amenity Facility property at any time.



16. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the District Management Office.
17. Commercial advertisements shall not be posted or circulated in the District. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the District Management Office.
18. The Amenity Facility shall not be used for commercial purposes without written permission from the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
19. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.
20. The District Management Office reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The District Management Office also has the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the District Management office will be required to compensate the District accordingly.
21. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
22. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
23. Public displays of affection, which in the discretion of the District Management Office are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.

**LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.



2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

#### **SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

#### **GENERAL CROSS CREEK CDD AMENITY FACILITY USAGE POLICY**



All Patrons using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

1. *Hours:* The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District.
2. *Emergencies:* After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 407-723-5900).
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

*Please note that the facilities at the Amenity Facility are often unsupervised facilities. Persons using the Amenity Facility do so at their own risk. Persons interested in using the Amenity Facility are encouraged to consult with a physician prior to commencing a physical fitness program.*

#### **SWIMMING POOL RULES**

##### ***NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK***

###### **A. General Swimming Pool Rules**

1. All Patrons may be asked to present their ID cards or verification of registration while in the swimming pool area. All Patrons must also present their ID cards or verification of registration when requested by staff. At any given time, a Resident, Renter or Non-Resident Member may allow up to four (4) Guests to the swimming pool (unless a greater number of guests has been approved by the District Management).
2. Individuals under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool, slide or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics or group fitness classes.



6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of District Management. Lifeguards are NOT on duty on a regular basis, if at all - Patrons swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.
8. Glass containers are prohibited.
9. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pools/deck area.
10. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
11. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
13. The District Management reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
14. Any person swimming during non-posted swimming hours may be suspended or terminated from using the Amenity facility.
15. Proper swim attire (no cutoffs) must be worn in the pool.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
18. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
19. Radio controlled water craft are not allowed in the pool or the pool area.
20. Pool entrances must be kept clear at all times.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is prohibited.
24. No physical or verbal abuse will be tolerated.
25. The District is not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
27. The spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or District Management.

**B. Waterslide Rules**

1. Any person who uses the waterslide does so solely at his or her own risk.



2. For safety reason individuals less than forty-eight (48) inches tall are not permitted to ride the waterslide.
5. Only one person may ride the waterslide at a time.
6. No shorts with snaps or rivets will be allowed on the slide.
7. Arms and hands must be kept inside the waterslide at times. Users must slide feet first.
8. No jewelry, flotation devices or casts may be worn while using the waterslide.
9. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.

#### **SWIMMING POOL THUNDERSTORM POLICY**

The District Management will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

#### **PLAYGROUND POLICIES**

**Please note the Playground is an unattended facility and persons using the facility do so at their own risk.**

The District provides a playground for Patrons to enjoy with their children. The following guidelines apply:

1. Adult supervision (eighteen years and older) is required for children under the age of fifteen (15) years old. All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
2. Proper footwear is required. Loose clothing, especially with strings, is prohibited.
3. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.
4. No food, drinks or gum are permitted at the playground.
5. No pets of any kind are permitted at the playground (Except service animals).
6. No glass containers are permitted at the playground.
7. No jumping off from any climbing bar or platform.
8. Profanity, rough-housing, and disruptive behavior are prohibited.
9. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

#### **NO FISHING POLICY**

Patrons may not fish from any District owned lake/retention pond within the Cross Creek Community Development District. No watercrafts of any kind are allowed in these bodies of water



except for small remote controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.

#### **SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Amenities Facilities.
2. **Violations.** The privileges of a patron to use the Amenity Facility may be suspended or terminated if the Patron engages in any of the following behavior:
  - a) Submits false information on any application for use of the Amenity Facility.
  - b) Permits the unauthorized use of an amenity pass.
  - c) Exhibits unsatisfactory behavior, deportment or appearance.
  - d) Fails to pay fees owed to the District in a proper and timely manner.
  - e) Fails to abide by any policies or rules established for the use of the Amenity Facility.
  - f) Treats the District's supervisors, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
  - g) Damages or destroys District property.
  - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, the District Management, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager, as the case may be.
4. **Suspension by the District Management / Appeal of Suspension.** The District Manager, may at any time suspend a Patron's privileges to use the Amenity Facility for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Management, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to



address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. **Suspension or Termination by the Board.** The District Management may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Amenity Facility. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
6. **Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

#### **GENERAL FACILITY RENTAL POLICY**

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Reservations may not be made more than four (4) months prior to the event or made less than two (2) weeks prior to the event. A wedding and reception may be booked more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the District Management regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Facility is unavailable for private events on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans day) as well as the following holidays/weekends:

Easter Sunday	Memorial Day	4 <sup>th</sup> of July
Labor Day	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

1. **Rentals:** Certain portions of the Amenity Facility may be rented by the following individuals/groups:
  - A. Residents (includes both events held by the Resident and events sponsored by the Resident)
  - B. Renters



- C. Non-Resident Members
- D. Homeowners Associations
- E. Community Clubs

2. *Available Facilities:* The following portions of the Amenity Facility are available for rental for functions for up to four to six (4-6) hours (including set-up and post-event cleanup). The rental time is inclusive of set-up and clean-up time. For Community Use, rental fees may be waived; however, a refundable damage security deposit shall be required. For private events, the following rental fees shall apply:

<u>Event Facility Rentals</u>	<u>Rental Rate</u>	<u>Security Deposit</u>
Pool Cabana (Up to 6 Hours):	\$150.00	\$150.00
Clubhouse (Up to 4 Hours):	\$250.00	\$150.00
Clubhouse, Pool Cabana (Up to 6 Hours):	\$350.00	\$150.00

\*Separate cleaning and security fees may apply

**The Pool Areas of the Amenity Facility are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the Amenity Facility shall be responsible for any and all damages and expenses arising from the event.**

3. *Reservations:* District Management will take reservations in advance for the Amenity Facility. Reservations are on a "first come, first served" basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least two (2) weeks in advance to the District Management. Patrons interested in reserving a room must submit to the District Management a completed Facility Use Application. There are no personal "standing" reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the District Management Office no later than two (2) weeks prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than two (2) weeks prior to the event, only the rental fee, but none of the security deposit, will be returned.
4. *Deposit and Payment:* At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check or money order, payable to **Cross Creek Community Development District**. The District Management will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be mailed to the District Management Office along with completed paperwork and insurances, if necessary. Each Patron renting the Amenity Facility must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.





5. *Deposit:* Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
- Ensure that all garbage is removed and placed in the dumpster.
  - Remove all displays, favors or remnants of the event.
  - Restore the furniture and other items to their original position.
  - Wipe off counters, table tops and sink area.
  - Replace garbage liner.
  - Clean out and wipe down the refrigerator, and all cabinets and appliances used.
  - Clean any windows and doors in the rented area.
  - Ensure that no damage has occurred to the Amenity Facility.
  - Patron and Patron's guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit.
  - Pets (with the exception of "Service Animals") are prohibited from any and all rented facilities.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

6. *Alcohol Policies:* Patrons intending to serve alcohol at Amenity facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, District Management and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.
7. *Additional Policies:* The following additional policies apply to any rental of an Amenity Facility or space:
- a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.
  - b. The volume of live or recorded music must not violate applicable Manatee County noise ordinances, or unreasonably interfere with enjoyment of homes.
  - c. The Amenity Facility may be rented for parties and from dawn to dusk. All parties and events, including clean-up, at the clubhouse must conclude by dusk.
  - d. No decorations may be affixed to the walls, doors or any fixtures.
  - e. Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board of Supervisors.
  - f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from District Management Office.
  - g. No glass, breakable items or alcohol are permitted in the Pool Area.

**Exhibit 11**

**William Ryan Homes Builder Lots**

Lots 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142 and 143, CROSS CREEK PHASES IB and IC, a Subdivision according to the plat thereof as recorded in Plat Book 67, Pages 44 through 64, inclusive, of the Public Records of Manatee County, Florida.