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**COMMUNITY DECLARATION
FOR
MEDLEY AT SOUTHSORE BAY**

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**COMMUNITY DECLARATION
FOR
MEDLEY AT SOUTHSORE BAY**

THIS COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (this "**Declaration**") is made this 29th day of May, 2018, by DUNE FL LAND I SUB LLC, a Delaware limited liability company and DUNE FB DEBT LLC, a Delaware limited liability company (collectively, the "**Declarant**"), joined in by MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") and also joined by Lennar Homes, LLC, a Florida limited liability company ("**Lennar**").

RECITALS

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

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

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

"**ACC**" shall mean the Architectural Control Committee for MEDLEY AT SOUTHSORE BAY established pursuant to Section 19.1 hereof.

"**Access Control System**" shall mean any system intended to control access to MEDLEY AT SOUTHSORE BAY or any portion thereof. DECLARANT, CLUB OWNER, BUILDERS, AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DECLARANT, CLUB OWNER, BUILDERS, AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DECLARANT, CLUB OWNER, BUILDERS, AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

"**Age-Qualified Occupant**" shall mean a natural person who is fifty-five (55) years of age or older who has designated the Home as the Age-Qualified Occupant's residence.

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

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

"Association" shall mean MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"Authorized Builder" shall mean any Builder (as defined herein) that has been authorized by the Declarant to exercise certain rights, privileges and exemptions as provided herein. Authorized Builders shall be entitled to exercise such rights, privileges and exemptions under this Declaration so long as they are the record title owners of any Lot. LENNAR HOMES, LLC, a Florida limited liability company ("**Lennar**") is an Authorized Builder.

"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 the sale 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 to all persons or entities meeting the definition of "Builder" as provided herein. Lennar is hereby approved by the Declarant as a "Builder."

"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.

"Club" shall mean THE MEDLEY AT SOUTHSORE BAY CLUB, including the Club Property and Club Facilities (as defined in the Club Plan) provided for the Owners pursuant to the provisions of the Club Plan. The Club and Club Facilities will be owned and controlled by the Club Owner (as defined in the Club Plan) and not by the Association or the Master Association (as defined herein) and the Club and Club Facilities shall not be considered part of the Common Areas. As more fully explained in the Club Plan, the Association shall have the option to purchase the Club from the Club Owner on the terms and conditions provided in the Club Plan.

"Club Plan" shall mean the CLUB PLAN FOR THE MEDLEY AT SOUTHSORE BAY CLUB, together with all amendments and modifications thereof. A copy of the Club Plan is attached to this Declaration as **Exhibit 5**. This Declaration is subordinate in all respects to the Club Plan. Although the Club Plan is an exhibit to this Declaration, each Owner, by acceptance of a deed to any Lot or Home, acknowledges and agrees that the Club Plan does not establish or govern a homeowners association or club association and the Club Plan is not governed by the Homeowners' Association Act, Chapter 720, Florida Statutes. IN THE EVENT OF ANY CONFLICT BETWEEN THE CLUB PLAN AND THIS DECLARATION, THE CLUB PLAN SHALL CONTROL.

"Common Areas" shall mean all real property interests and personalty within MEDLEY AT SOUTHSORE BAY designated as Common Areas from time to time by the Declarant, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within MEDLEY AT SOUTHSORE BAY. The Common Areas may include, without limitation, the Access Control System, private roadways, open space areas, internal buffers, perimeter buffers, perimeter walls or fences, landscaped areas, and irrigation facilities. The Common Areas do not include any portion of a Lot. The term "Common Areas" shall include Exclusive Common Areas as defined herein. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE

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OR LIMIT DECLARANT AND OR BUILDERS TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE DISTRICT AND SHALL COMPRISE PART OF THE FACILITIES. DISTRICT FACILITIES SHALL NOT INCLUDE COMMON AREAS. SOME COMPONENTS THAT ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE DISTRICT FACILITIES.

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

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the Declarant or the ACC pursuant to Section 19.5 hereof.

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

"County" shall mean Hillsborough County, Florida.

"Declarant" shall mean DUNE FL LAND I SUB LLC, a Delaware limited liability company and DUNE FB DEBT LLC, a Delaware limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as Declarant in a written instrument which the immediately preceding Declarant executes. Subject to the requirements of Section 23 of this Declaration, the Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant also shall have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise only those rights, or shall be responsible for only those obligations, of Declarant assigned to such assignee. Additionally any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT LENNAR WAS NOT AND IS NOT THE INITIAL DEVELOPER OF MEDLEY AT SOUTHSORE BAY.

"Declaration" shall mean this COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY, together with all amendments and modifications thereof.

"District" or **"CDD"** shall have the meaning set forth in Section 16.1 hereof.

"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

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to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

"Exclusive Common Area" shall mean and refer to a portion of the Common Area primarily benefiting one or more, but less than all, Neighborhoods, as more particularly described in Section 9.14.

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

"Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time. The Club Plan shall not be considered part of the "Governing Documents."

"Home" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within MEDLEY AT SOUTHSORE BAY. 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 and will include single family detached residences and townhomes.

"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 Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home 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 MEDLEY AT SOUTHSORE BAY.

"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 Association" shall mean SOUTHSORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"Master Governing Documents" shall mean MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSORE BAY, recorded as Instrument No. 2017465916 in Official Records Book 25402 Page 1869, in the Public Records of Hillsborough County, Florida, as now or subsequently amended, modified, restated, replaced or supplemented, as now or subsequently amended, modified, restated, replaced or supplemented (the **"Master Declaration"**), together with all exhibits and ancillary documents referenced therein, including the Club Southshore Bay Club Plan (the **"Master Club Plan"**). This Declaration shall be junior and subordinate to the Master Governing Documents. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER GOVERNING DOCUMENTS AND THE GOVERNING DOCUMENTS, THE MASTER GOVERNING DOCUMENTS SHALL CONTROL.

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

"MEDLEY AT SOUTHSORE BAY" 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.

"Neighborhood" shall mean and refer to a group of Homes designated as a separate Neighborhood. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Homes.

"Neighborhood Assessments" shall mean and refer to Assessments levied against the Homes in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 17.2.6.

"Neighborhood Expenses" shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Homes within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

"Occupy, Occupies, or Occupancy" unless otherwise specified in the Governing Documents, these terms shall mean staying overnight in a particular Home for at least ninety (90) total days in the subject calendar year. The term **"Occupant"** shall refer to any individual other than an Owner who Occupies a Home or is in possession of a Home, or any portion thereof, or building or structure thereon, whether as a Lessee or otherwise, other than on a merely transient basis (and shall include, without limitation, a Resident).

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including without limitation, the Access Control System and private roadways; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting, except as otherwise maintained and operated by the CDD; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; utilities; taxes; insurance; bonds; salaries; 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 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.

"Party Wall" shall mean any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between the Townhome Lots.

"Permit" shall mean Permit No. 43031060.013 issued by SWFWMD, a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

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

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

"Qualified Occupant" shall mean any natural person (i) nineteen (19) years of age or older who Occupies a Home and was the original Occupant following purchase of the Home from the Declarant; or (ii) a natural person nineteen (19) years of age or older who Occupies a Home with an Age-Qualified Occupant.

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

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

"Rules and Regulations" shall mean the Rules and Regulations governing MEDLEY AT SOUTHSORE BAY as adopted by the Board from time to time. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

"SFD Lot" shall mean any Lot that has, or is intended to have, a single family detached Home constructed thereon

"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, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

"Surface Water Management System" or **"SWMS"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2017). The Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit. 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 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 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.

“Townhome Lot” shall mean any Lot that has, or is intended to have, a single family attached Home constructed thereon.

“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 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 MEDLEY AT SOUTHSORE BAY, which shall include the voting interests of the Declarant and Builders.

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

3. Plan of Development.

3.1 Plan. The planning process for MEDLEY AT SOUTHSORE BAY 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, Declarant may and has the right to develop MEDLEY AT SOUTHSORE BAY and adjacent property owned by the Declarant into residences, 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. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of MEDLEY AT SOUTHSORE BAY as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for MEDLEY AT SOUTHSORE BAY which may be supplemented by additional covenants, restrictions and easements applicable to particular Neighborhoods within MEDLEY AT SOUTHSORE BAY. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of MEDLEY AT SOUTHSORE BAY from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Except as otherwise expressly set forth herein, all provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement (as defined herein) for a Home within MEDLEY AT SOUTHSORE BAY 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 provisions of Florida law, the Articles of Incorporation, the Bylaws and this Declaration, the provisions of Florida law, this Declaration, the Articles and the Bylaws, in that order, shall prevail. If there is any conflict between

the provisions of the Governing Documents and the Master Governing Documents, the provisions of the Master Governing Documents shall prevail.

3.3 Site Plans and Plats. Site plans or the Plat may identify some of the Facilities or Common Areas within MEDLEY AT SOUTHSORE BAY. 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 used by Declarant or Builders in its 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 the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas or Facilities.

3.4 Club Plan. Each Owner, by acquiring title to a Lot is a member of the Club and will be subject to all of the terms and conditions of the Club Plan, as amended and supplemented from time to time. The Club Owner is responsible for operating and maintaining the Club and Club Facilities and administering the Club Plan. Club Facilities may be added, modified or deleted from time to time in accordance with the Club Plan. The Club Plan contains certain rules, regulations and restrictions relating to the use of the Club. Pursuant to the Club Plan, each Owner shall pay the Club Dues, including without limitation Club Membership Fees as set forth in the Club Plan. The Club Owner may increase the number of Club members and users from time to time in accordance with the Club Plan. The Club 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 Club subject to rules and regulations imposed by the Club Owner. Each Owner shall be bound by and comply with the Club Plan attached to this Declaration.

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE CLUB PLAN THAT IS INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE CLUB PLAN IS AN EXHIBIT TO THIS DECLARATION, THIS DECLARATION IS SUBORDINATE AND INFERIOR TO THE CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE CLUB PLAN AND THIS DECLARATION, THE CLUB PLAN SHALL CONTROL.

3.5 Master Governing Documents. MEDLEY AT SOUTHSORE BAY is subject to the Master Governing Documents. Each Owner, by acquiring title to a Lot is a member of the Master Association and will be subject to all of the terms and conditions of the Master Declaration, as amended and supplemented from time to time. The Master Declaration contains certain rules, regulations and restrictions relating to the use of MEDLEY AT SOUTHSORE BAY (including Lots and Homes). Among the powers of the Master Association is the power to assess each Owner for assessments as set forth in the Master Declaration, including without limitation, annual assessments, special assessments, individual assessments, and other charges imposed by the Master Declaration, all as more particularly provided and defined in the Master Declaration, and to impose and foreclose liens upon each Lot in the event such assessments are not paid when due.

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE MASTER GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS ARE SUBORDINATE AND INFERIOR TO THE MASTER GOVERNING DOCUMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER GOVERNING DOCUMENTS AND THE GOVERNING DOCUMENTS, THE MASTER GOVERNING DOCUMENTS SHALL CONTROL.

3.6 Restrictions Affecting Occupancy and Alienation. The covenants, conditions and restrictions of this Declaration set forth in Section 26 (the "**Occupancy and Alienation Restrictions**") shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, any aggrieved Owner and their respective legal representatives, heirs, successors and assigns. In no event shall the Occupancy and Alienation Restrictions be revoked, modified or amended for a period of thirty (30) years from the recording of this Declaration in the Public Records.

3.7 Club Southshore Bay and Crystal Lagoon. Each Owner, by acceptance of title to a Lot, acknowledges and agrees that MEDLEY AT SOUTHSORE BAY is part of a larger project that is subject to the Master Club Plan and may contain a large lagoon or other water bodies, beaches, cabanas and related amenities (collectively, the "**Master Club and Crystal Lagoon Amenities**"). The Master Club and Crystal Lagoon Amenities are not a part of the Common Areas. The annual operating costs attributable to the Master Club and Crystal Lagoon Amenities for each Home (the "**Lagoon Assessment(s)**") shall be assessed in accordance with the Master Club Plan. All Lots in MEDLEY AT SOUTHSORE BAY are hereby subject to the rights and benefits associated with the Master Club and Crystal Lagoon Amenities in consideration for the Lagoon Assessment(s) and any other requirements set forth in the Master Governing Documents and Master Club Plan.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant, Club Owner, or Authorized Builders unless such amendment receives the prior written consent of Declarant, Club Owner, or Authorized Builders, as applicable, 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 25.2 which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration, any of the Governing Documents, or any of the Master Governing Documents or the Club Plan. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents and the Club Plan, 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, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of MEDLEY AT SOUTHSORE BAY; (ii) additions or deletions from MEDLEY AT SOUTHSORE BAY and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. 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, 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. Notwithstanding any other provision of this Declaration to the contrary, prior to the Turnover, and so long as any Authorized Builder shall own any Lot, such Authorized Builder's prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's and Authorized Builder's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant and Authorized Builders may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant and Authorized Builders shall join in such identical 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 Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. The Association shall give Declarant and Club Owner sixty (60) days' prior written notice of its intent to amend this Declaration, along with their proposed written amendment by prepaid, certified mail, return receipt requested. Declarant and/or Club Owner shall be deemed to have approved such amendment if the Association does not receive a written response from Declarant and/or Club Owner within said sixty (60) day period.

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

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of MEDLEY AT SOUTHSORE BAY by 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 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 MEDLEY AT SOUTHSORE BAY. 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 Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to MEDLEY AT SOUTHSORE BAY.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of MEDLEY AT SOUTHSORE BAY (or any additions thereto) may be withdrawn by 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 Declarant to withdraw portions of MEDLEY AT SOUTHSORE BAY 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. The withdrawal of any portion of MEDLEY AT SOUTHSORE BAY shall not require the consent or joinder of any other party (including without limitation, the Association, Owners, or any Lenders). Association shall have no right to withdraw land from MEDLEY AT SOUTHSORE BAY. So long as any Authorized Builder shall

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own any Lot, such Authorized Builder's prior written consent to any proposed amendment withdrawing portions of MEDLEY AT SOUTHSORE BAY shall be obtained by the Declarant prior to effectuating any such amendment withdrawing property, except for any withdrawals required by a governmental agency which Declarant may make without the joinder or consent of any other party.

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

5.5 Neighborhood Designation. Certain Homes within MEDLEY AT SOUTHSORE BAY may be located within a Neighborhood. This Declaration or a Supplemental Declaration may designate Homes, Lots, or Parcels to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 5.1, the Declarant may amend this Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries; provided, however, the prior written consent of Authorized Builders shall be required for any such amendment. The following Neighborhoods are hereby designated by this Declaration:

5.5.1 All Townhome Lots are hereby designated as the "Townhome Neighborhood";

5.5.2 All SFD Lots are hereby designated as the "SFD Home Neighborhood".

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, to the extent they are 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 shall be dedicated to a similar non-profit corporation. If the Association ceases to exist and the District or Master Association does not own and operate all SWMS, all Owners (as defined in the Master Declaration) shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, MEDLEY AT SOUTHSORE BAY 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 MEDLEY AT SOUTHSORE BAY 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

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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 twenty-five (25) 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 ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration 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. 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 shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing 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. 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.

7.3.2 Class B Member. 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, 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 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 Association's Board of Directors. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for MEDLEY AT SOUTHSORE BAY are conveyed to Owners; or

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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2017).

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, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of 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, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, but subject to the rights of Builders and Authorized Builders set forth herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of MEDLEY AT SOUTHSORE BAY for various public purposes, or to make any portions of MEDLEY AT SOUTHSORE BAY part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of MEDLEY AT SOUTHSORE BAY. 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.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Declarant shall have the right to use and access Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

9.2 Construction of Common Areas Improvements. Declarant anticipates it will construct certain improvements as part of the Common Areas as Declarant determines in its sole discretion. Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements within MEDLEY AT SOUTHSORE BAY, 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. Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. Declarant is the sole judge of the Common Area improvements constructed by the Declarant, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

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

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created 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. 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. 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. Association shall, and does hereby, indemnify and hold Declarant and all Authorized Builders harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Declarant, Authorized Builders or any other permittee, of any permit required by a governmental agency in connection with the development of MEDLEY AT SOUTHSORE BAY, as modified and/or amended. Association shall cooperate with Declarant, Authorized 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. 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. Each deed of the Common Areas shall be subject to the following provisions:

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

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of Declarant, Authorized Builders and their successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant, Authorized 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 Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to

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comply with any of Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by 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 Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant; and

9.4.2.6 a reservation of right in favor of Declarant (so long as Declarant owns any portion of MEDLEY AT SOUTHSORE BAY) to require the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of Declarant in the event that such property is required to be owned by 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 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 Declarant and Authorized Builders, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Certain of the paved areas within MEDLEY AT SOUTHSORE BAY are anticipated to be part of the Facilities under the jurisdiction of the District.

9.7 Delegation. Once conveyed 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, 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. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications 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. 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 Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Retention/Detention Areas. NEITHER THE DECLARANT, BUILDERS, THE CLUB OWNER, THE CDD, NOR THE ASSOCIATION OR MASTER ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN MEDLEY AT SOUTHSORE BAY; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, THE CLUB OWNER NOR THE ASSOCIATION OR MASTER ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, THE CLUB OWNER AND THE ASSOCIATION AND MASTER ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, BUILDERS, CLUB OWNER 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. DECLARANT, BUILDERS, CLUB OWNER, THE ASSOCIATION AND MASTER ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN MEDLEY AT SOUTHSORE BAY.

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

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas or Facilities, as applicable, including without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within MEDLEY AT SOUTHSORE BAY; and (v) design of any portion of MEDLEY AT SOUTHSORE BAY. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, Builders, the Association, the Master Association, the Club Owner, and all employees, directors, representatives, officers, agents and partners of the Declarant,

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Builders, the Association, the Master Association and the Club Owner, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE FACILITIES, COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS AND FACILITIES MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. THE DECLARANT, BUILDERS, CLUB OWNER AND THE ASSOCIATION AND MASTER 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.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, Builders, the Association, the Club Owner, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas or the Facilities, including, without limitation, use of the Common Areas by Owners, and their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, Builders, the Club Owner, 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.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder. 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, Authorized Builders and Club Owner Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant, Club Owner and/or Authorized Builders, or to any property owned by Declarant, Club Owner and/or Authorized Builders, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club and shall not be applied in a manner that would prohibit or restrict the development or operation of MEDLEY AT SOUTHSORE BAY or adversely affect the interests of Declarant, Club Owner and/or Authorized Builders. Without limiting the foregoing, Declarant, Club Owner, Authorized Builders, and their respective assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within MEDLEY AT SOUTHSORE BAY, 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 MEDLEY AT SOUTHSORE BAY), general office and construction operations within MEDLEY AT SOUTHSORE BAY; (iii) place, erect or construct portable, temporary or accessory buildings or structures within MEDLEY AT SOUTHSORE BAY 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 MEDLEY AT SOUTHSORE BAY; (v) post, display, inscribe or affix to the exterior of

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any portion of the Common Areas or other portions of MEDLEY AT SOUTHSORE BAY, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of MEDLEY AT SOUTHSORE BAY including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to MEDLEY AT SOUTHSORE BAY by dredge or dragline, store fill within MEDLEY AT SOUTHSORE BAY and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, MEDLEY AT SOUTHSORE BAY and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, Club Owner and/or Authorized Builders, are necessary or convenient for the development and sale of any lands and improvements comprising MEDLEY AT SOUTHSORE BAY. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, Authorized Builders are permitted to market communities other than MEDLEY AT SOUTHSORE BAY from models located within MEDLEY AT SOUTHSORE BAY.

9.10 Public Facilities. MEDLEY AT SOUTHSORE BAY may include one or more facilities that may be dedicated to the County. A lift station dedicated to the County as part of the waste water treatment system shall be located within MEDLEY AT SOUTHSORE BAY's boundaries.

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

9.12 Special Taxing Districts. For as long as Declarant controls the Association, 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 MEDLEY AT SOUTHSORE BAY to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, 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 Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

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

9.14 Exclusive Common Areas.

9.14.1 Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and
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occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, entry gates, private roads in a gated neighborhood, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be a Neighborhood Expense allocated among the Owners in the Neighborhood(s) to which the Exclusive Common Areas are assigned.

9.14.2 Designation. Initially, any Exclusive Common Area shall be designated as such in this Declaration, the deed conveying such area to the Association, in a Supplemental Declaration establishing a Neighborhood or on the subdivision Plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Homes, and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Section 5.1. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon approval of the Board and the vote of (i) more than fifty percent (50%) of the Voting Interests in the Association, and (ii) more than fifty percent (50%) of the Voting Interests within the Neighborhood(s) affected by the proposed assignment or reassignment. As long as the Declarant or any Authorized Builder owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, any such assignment or reassignment shall also require the Declarant's and the Authorized Builder's prior written consent.

9.14.3 Use by Others. The Association may permit Owners of Homes in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable Use Fee, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Area.

9.14.4 Maintenance. Maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed to the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

9.15 Access Control System. Declarant may install a controlled access facility at one or more access points to MEDLEY AT SOUTHSORE BAY. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for MEDLEY AT SOUTHSORE BAY. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. As long as the Declarant or any Authorized Builder owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, Declarant and Authorized Builders shall have the absolute right to determine how such Access Control System is operated, including the days and times that gates are open allowing public access to MEDLEY AT SOUTHSORE BAY. Declarant hereby reserves for itself, Authorized Builders, and its and their contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from Declarant or Authorized Builders, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by Declarant and Authorized Builders. If the Association attempts to restrict or control access into MEDLEY AT SOUTHSORE BAY through means not approved by the Declarant and Authorized Builders, the Declarant and Authorized Builders may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant or Authorized Builders, and the Declarant and Authorized Builders shall have no liability in this regard.

THE ASSOCIATION, BUILDERS, CLUB OWNER, MASTER ASSOCIATION AND DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, BUILDERS, CLUB OWNER AND DECLARANT, AND THEIR

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EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, BUILDERS, CLUB OWNER AND DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

10. Maintenance by the Association. Except as may be otherwise provided in Supplemental Declaration designating a Neighborhood, the following provisions shall relate to all Lots and Homes within MEDLEY AT SOUTHSORE BAY:

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2 Landscape Maintenance. Except as otherwise provided in this Section 10.2, the record title owner of a Lot shall be responsible for the repair, replacement and maintenance of the irrigation and all landscaped areas within any portion of such Lot. The Association shall be responsible for maintaining the landscaped areas within each Lot in accordance with the following terms:

10.2.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot to the extent provided in this Section 10.2.1. The Association's landscape maintenance responsibilities include weeding, trimming, mowing, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

10.2.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section 10.2 if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance of such modified landscaping.

10.2.4 Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Lots. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs. The Association shall have access to

control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

10.2.5 Proviso. Notwithstanding the Association's maintenance obligations provided in this Section 10.2, in the event an Owner installs a gated or enclosed fence upon their Lot, as approved by the ACC, which impedes or restricts the Association's access to the Lot, then the Owner shall be solely responsible for maintenance, repair and replacement of any landscaping and irrigation facilities located within the Owner's Lot and the Association shall have no responsibility for the same. In the event an Owner installs a gated or enclosed fence upon their Lot which impedes or restricts the Association's access to the Lot and the Association is no longer required to maintain such Lot in accordance with this Section 10.2, the Owner of such Lot shall not be entitled to any discount, refund or abatement of Assessments, or any other fees, as a result of the reduced maintenance obligations for such Owner's Lot.

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

10.3 Roadways. All of the roadways within MEDLEY AT SOUTHSORE BAY shall be private roadways and shall be maintained by the Association. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including private roadways. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

10.4 Adjoining Areas. Except as otherwise provided herein or otherwise maintained by the CDD or Master Association, the Association shall maintain swales, slopes, banks and landscape areas (if any) within the Common Areas and certain Lots only to the extent specifically provided herein. Such areas shall be readily accessible to the Association. The Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between 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 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas, Facilities or any Lot necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas or Facilities through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas or Facilities without the prior written approval of the Association or District, as applicable. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if

such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, guests, or invitees.

10.6 Right of Entry. Declarant, Authorized Builders, and the Association are granted a perpetual and irrevocable easement over, under and across all of MEDLEY AT SOUTHSORE BAY for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant, for itself and on behalf of Authorized 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, Declarant or an Authorized 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 MEDLEY AT SOUTHSORE BAY if Declarant or such Authorized 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 Declarant (or by the Board after the Community Completion Date), maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by Declarant (or by the Board after the Community Completion Date) upon areas that are within or outside of MEDLEY AT SOUTHSORE BAY. Such areas may abut, or be proximate to, MEDLEY AT SOUTHSORE BAY, 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, 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 District Facilities. The District may contract with the Association for the maintenance, repair, and replacement of the Facilities in the District's sole and absolute discretion and subject to any written agreement accepted by the Association.

10.9 Private Right-of-Way. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation, trees and landscaping located in the private right-of-way adjacent to any Common Areas and Lots (if any); provided, however, the Association shall not be responsible for replacement of any such trees or landscaping, but the Association shall have the right, and not the obligation, to replace trees and landscaping adjacent located in the private right-of-way adjacent to any Common Areas. The cost associated with any such maintenance of the private right-of-way adjacent to any Common Areas shall be deemed part of the Operating Expenses. The cost associated with any such maintenance of the trees and landscaping located in the right-of-way adjacent to Lots shall be part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in such applicable Neighborhood shall pay an equal share of such costs. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to sidewalks, trees or landscaping caused by such Owner's negligent or willful acts. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs.

10.10 Paved or Concrete Surfaces. With respect only to Lots located within the Townhome Neighborhood, the Association shall be responsible for the routine maintenance of the walkways and sidewalks comprising part of any Lot; provided, however, each Owner shall be responsible for the repair, and/or replacement of the driveways, walkways, sidewalks, including without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of a Lot. The Association shall perform routine maintenance of the sidewalks and walkways at the Board's discretion and the costs of any such maintenance shall be part of the Neighborhood Expenses for the Townhome Neighborhood and

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each Owner of a Lot in the Townhome Neighborhood shall pay an equal share of such costs. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's sidewalk or walkway for the installation, repair, replacement or maintenance of utilities, then the Association shall replace or repair the sidewalk or walkway at such Owner's expense and the costs incurred shall be assessed against the Owner as an Individual Assessment. Further, each Owner agrees to reimburse Association, any expense incurred in repairing any damage to such sidewalk or walkway caused by such Owner's negligence.

10.11 Home Maintenance. The Association shall be responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

10.11.1 Painting. The Association shall paint all exterior painted portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The costs associated with exterior painting made in accordance with this Section 10.11.1 shall constitute part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs. The ACC must approve any proposed painting of the exterior of the Home by the Owner unless the paint color is the same or substantially similar to the color originally painted. If the proposed painting is approved by the ACC, the ACC shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

10.11.1.1 all work and materials shall be at the Owner's sole cost and expense;

10.11.1.2 all color selections shall be approved by the ACC and must be the same or substantially similar to the other Homes attached to the Home;

10.11.1.3 the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

10.11.1.4 if the Association thereafter paints the Home and there are other Homes attached to the Home, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs.

10.11.2 Roofs. With respect only to Homes located within the Townhome Neighborhood, the Association shall repair and replace roofs of Homes, including shingles, and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. The cost associated with any such roof repair and replacement shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Lot in the Townhome Neighborhood shall pay an equal share of such costs.

10.11.3 Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Homes. The cost associated with any such programs shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Lot in the applicable Neighborhood shall pay an equal share of such costs.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 14.2 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section 10.11, or would have covered such repairs or replacements if the Owner had procured such coverage, such repairs or replacements shall be governed by Section 14.3 herein, and the

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Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

10.12 Perimeter Walls/Fences and Lot Walls/Fences. The Declarant, the District and/or Authorized Builders may install perimeter walls or fences within MEDLEY AT SOUTHSORE BAY (the "Perimeter Walls/Fences"). Also, the Declarant or Authorized Builders may install "Lot Wall/Fences," which are any wall or fence, any part of which is placed on a Lot line, or a dividing line between separate Lots. Except as otherwise provided in Section 11.7 herein, and except as otherwise maintained by the CDD or the Master Association, the Association at all times shall have the exclusive right to maintain, repair, replace any Perimeter Walls/Fences and Lot Walls/Fences within MEDLEY AT SOUTHSORE BAY, including Perimeter Walls/Fences and Lot Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning the interior of any Perimeter Walls/Fences, or any portion thereof, located on such Owner's Lot. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences and Lot Walls/Fences at the Board's discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant or the Authorized Builder neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences and/or Lot Walls/Fences.

10.13 Retaining Walls. The Declarant or Authorized Builders may construct retaining walls within MEDLEY AT SOUTHSORE BAY (the "Retaining Walls"). Retaining Walls located within Common Areas shall be maintained by the Association and the costs thereof shall be deemed Operating Expenses of the Association. Except as otherwise maintained by the CDD or Master Association, structural maintenance and repairs of Retaining Walls located within Lots shall be the responsibility of the Association and shall be charged to Owners as an Individual Assessment; however, the Owner of the Lot that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such Retaining Wall. Failure of the Association to undertake any maintenance, replacement or repair of the Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

10.14 Drainage Improvements. The CDD shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, drainage easements, or other improvements (the "Drainage Improvements"), and which may be located within Common Areas, Facilities, or Lots and such Drainage Improvements are considered part of the SWMS; provided, however, except as otherwise provided herein or except as otherwise maintained by the CDD or Master Association, the Association shall be responsible for the landscaping and routine maintenance of any drainage easements located upon the Lots. The CDD 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 CDD shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be payable by all Owners as part of the District Maintenance Special Assessments.

11. Maintenance by Owners. All Lots and Homes, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of MEDLEY AT SOUTHSORE BAY by the record title owner of the applicable Lot. No tree installed by the Declarant or an Authorized 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 MEDLEY AT SOUTHSORE BAY. If any such tree dies, 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.

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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 may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

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

11.2 Modification to Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from MEDLEY AT SOUTHSORE BAY and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

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

11.5 Paved and Concrete Surfaces. Each Owner of a Home located in the SFD Home Neighborhood shall be responsible to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including without limitation, any concrete or brick pavers, and other paved and concrete surfaces comprising part of a Lot. With respect only to Lots located within the Townhome Neighborhood, the Association shall be responsible for the routine maintenance of the walkways and sidewalks comprising part of any Lot, and each Owner shall be responsible for the repair, and/or replacement of the driveways, walkways, sidewalks. In the event the County or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot

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will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance 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.

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 and the Association and Master 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, EACH OWNER SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT, THE ASSOCIATION, AND BUILDERS FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.7 Lot Walls/Fences. Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.7.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing his Lot. Except as provided in this Section 11.7, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.7.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or his 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. 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:

11.7.2.1 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);

11.7.2.2 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);

11.7.2.3 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any wall; and

11.7.2.4 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.

11.7.3 Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his 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.

11.7.4 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.

11.7.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 11.7 shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.7.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot 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.

11.8 Water Mains. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section 11.8, the Association may, but shall not be obligated to, perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 11.8.

11.9 Roof Maintenance. With respect to Homes located within the SFD Home Neighborhood, each Owner of a Home shall maintain, repair, and replace roofs of his or her Home, including shingles and roof decking and shall further be obligated to repair or replace roof trusses or other structural components of the roof. In the event an Owner does not perform such maintenance in compliance with this Section 11.9, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 11.9.

11.10 Party Walls.

11.10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within MEDLEY AT SOUTHSORE BAY that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining

Townhome Lot, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

11.10.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall that faces his or her Home.

11.10.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.10.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

11.10.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

11.10.3.3 Alterations. The Owner of a Townhome Lot sharing a Party Wall with an adjoining Townhome Lot shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

11.10.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.10.3.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Townhome Lot and serves more than such Townhome Lot, the Owners of the other Townhome Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Townhome Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within MEDLEY AT SOUTHSORE BAY, except for any Lots owned by the Declarant and Authorized Builders; provided however, a Supplemental Declaration designating a Neighborhood may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Master Governing Documents include additional restrictions or provisions that are also applicable to all Lots within MEDLEY AT SOUTHSORE BAY. To the extent of a conflict between the following Use Restrictions and

additional restrictions or provisions contained in the Master Governing Documents, the more restrictive provisions shall control. Each Owner must comply with the following:

12.1 Alterations and Additions. Except as otherwise provided in Section 19 of this Declaration with respect to Authorized 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 obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within MEDLEY AT SOUTHSORE BAY for commercial purposes. Other than swine, poultry, or pets that become a nuisance, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with Rules and Regulations established by the Board from time to time and the Master Declaration. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, 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 giving of the notice. All pets shall defecate only in the "pet walking" areas within MEDLEY AT SOUTHSORE BAY designated for such purpose, if any, or upon the exterior portion of the Owner's Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary, service animals shall not be governed by the restrictions contained in this Section 12.2.

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 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, or repair by Declarant, Authorized Builders or their agents.

12.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of MEDLEY AT SOUTHSORE BAY or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including the private roadways. To the extent MEDLEY AT SOUTHSORE BAY has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in MEDLEY AT SOUTHSORE BAY except during the period of a delivery or during the provision of services.

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

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicle, boat, trailer, including without limitation, boat (or other watercraft) trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within MEDLEY AT SOUTHSORE BAY except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles

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(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 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 MEDLEY AT SOUTHSORE BAY. 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 Home. 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 forming a part of the Common Areas; provided, however, golf carts shall be permitted but only to the extent permitted by applicable law and County regulations and foregoing restrictions shall be inapplicable to "Neighborhood Electric Vehicles" which may be otherwise authorized for use within MEDLEY AT SOUTHSORE BAY by the County. Additionally no ATV or mini motorcycle may be parked or stored within MEDLEY AT SOUTHSORE BAY, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Authorized Builders, or their agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed 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 fourteen (14) day period. 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 tow vehicles in violation of this Declaration. 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 and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

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 14.3 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 Declarant and/or Authorized Builders, administrative offices of Declarant and/or Authorized Builders, no commercial or business activity shall be conducted within MEDLEY AT SOUTHSORE BAY, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within MEDLEY AT SOUTHSORE BAY. No solicitors of a commercial nature shall be allowed within MEDLEY AT SOUTHSORE BAY, without the prior written consent of the Association. No day care

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center, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within MEDLEY AT SOUTHSORE BAY 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 MEDLEY AT SOUTHSORE BAY 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 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, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout MEDLEY AT SOUTHSORE BAY.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of MEDLEY AT SOUTHSORE BAY without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through MEDLEY AT SOUTHSORE BAY). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2017), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

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

12.12 Drainage System. Drainage Improvements may be part of the Facilities, Common Areas, and/or Lots. After Drainage Improvements are installed by the Declarant, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the CDD; however, 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 Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements, except as otherwise maintained or repaired by the CDD or Master Association. 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 Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, BUILDERS AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC and in accordance with the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is discouraged by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof. All screening and screened enclosures shall have the prior written approval of the ACC. 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. Except for fences installed by the Declarant and/or Authorized Builders, no fences shall be permitted for Lots within the Townhome Neighborhood.

12.15 Fuel Storage. No fuel storage shall be permitted within MEDLEY AT SOUTHSORE BAY, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

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

12.17 Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. 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 receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC, shall match the color or trim of a Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed 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.

12.19 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 utilize a computerized loop system to irrigate the Common Areas and Lots. Such computerized loop irrigation system shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

12.20 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2017), 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.

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

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner shall collect from their respective Lessee and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not 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.

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

12.24 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 MEDLEY AT SOUTHSORE BAY is permitted. No firearms shall be discharged within MEDLEY AT SOUTHSORE BAY. Nothing shall be done or kept within the Common Areas, or any other portion of MEDLEY AT SOUTHSORE BAY, including a Home or Lot which will increase the rate of insurance to be paid by the

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Association. This Section 12.24 shall not apply to the sales, marketing, construction and development activities by Authorized Builders.

12.25 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.

12.26 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 MEDLEY AT SOUTHSORE BAY, which is unsightly or which interferes with the comfort and convenience of others.

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

12.28 Roofs, Driveways and Pressure Cleaning. Roofs and/or 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 within thirty (30) days of notice by the Board or the ACC; provided, however, the Association shall be responsible for pressure washing only the walks and driveways located within Townhome Lots. 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. All roofs must be in compliance with the Community Standards.

12.29 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 had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of MEDLEY AT SOUTHSORE BAY. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.30 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.

12.31 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 MEDLEY AT SOUTHSORE BAY, 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, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') 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 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, 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 Declarant and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Authorized Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within MEDLEY AT SOUTHSORE BAY such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs 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.

12.32 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of MEDLEY AT SOUTHSORE BAY without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.33 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ACC. This Section 12.33 shall not apply to temporary structures and storage facilities utilized by Authorized Builders.

12.34 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 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 MEDLEY AT SOUTHSORE BAY, without the prior written approval of Declarant, which may be granted or denied in its sole discretion. This Section 12.34 shall not apply to Authorized Builders.

12.35 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of MEDLEY AT SOUTHSORE BAY 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.

12.36 Swimming and Boating. Swimming is prohibited within any of the retention/detention areas within the boundaries of MEDLEY AT SOUTHSORE BAY. Boating and personal watercraft (e.g. water skis) within such retention/detention areas are prohibited.

12.37 Swimming Pools and Spas. No above-ground pools shall be permitted. No pools shall be permitted for Lots within the Townhome Neighborhood. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC. 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 Unit 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 cages must be of a design, color and material approved by the ACC; and (iv) pool cages shall in no event be higher than the roof line of the Home. Pool cages 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 Declarant, no diving boards, slides, or platforms shall be permitted without the ACC's approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, roadways, or into any retention/detention areas within MEDLEY AT SOUTHSORE BAY or adjoining properties

12.38 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, Members, Lessees, guests or invitees on, over or from any Lot or Common Area within MEDLEY AT SOUTHSORE BAY, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or the Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, to another Owner, Lessees, guests or invitees.

12.39 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its guests, Lessees and invitees. This Section 12.39 shall not apply to Authorized Builders.

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

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

12.42 Wetlands and Mitigation Areas. If the 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. To the extent not maintained by the CDD, such areas are to be maintained by the Association in their natural state.

12.43 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. 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. Window treatments facing the roadway shall be of a neutral color, such as white, off-white or wood tones. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

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

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by 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 or any Builder or 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. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Responsibility for Insurance, Repair and Replacement.

14.1 General. The Association shall maintain the following insurance coverage:

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), 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. 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 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 Association owns title thereto.

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

14.1.6 Neighborhood Insurance. The Board may authorize, if so specified in a Supplemental Declaration applicable to any Neighborhood, the Association to obtain and maintain property insurance on insurable improvements within such Neighborhood which insurance shall comply with the requirements of this Section 14.1 and liability insurance in such amount as the Board determines appropriate. Premiums for insurance on Exclusive Common Areas or Homes within a Neighborhood may be included in the Neighborhood Expenses of the Neighborhood to which such Exclusive Common Areas are assigned or in which such Homes are located, unless the Board determines that other treatment of the premiums is more appropriate.

14.2 Homes.

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

powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Townhome Neighborhood Insurance. The Association is required to obtain and maintain adequate insurance for all Homes within the Townhome Neighborhood. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, as applicable, and remove the debris. Notwithstanding the foregoing, Owners are required to obtain insurance coverage at their own expense for the personal property and fixtures within the boundaries of their Lot, including without limitation, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters and built-in cabinets, as well as any other personal property items within their respective Home. Owners also should obtain personal liability and loss of use coverage as the Association shall have no responsibility for such coverage. Insurance policies issued to individual Owners shall provide the coverage afforded by such policies in excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims related to replacement of sod, flooding, claims against an Owner due to accidents occurring within his or her Lot, or theft loss to the contents of any Owner's Home. It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by the Association. Each insurance policy issued to an individual Owner providing such coverage shall be without rights of subrogation against the Association. Except as otherwise provided herein, the costs of all insurance maintained by the Association for Homes within the Townhome Neighborhood, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, are part of the Neighborhood Expenses of the Townhome Neighborhood, and each Owner of a Lot within the Townhome Neighborhood shall pay an equal share of such costs. The costs associated with any deductible payable by the Association in connection with insurance claims related to the repair or reconstruction of a Home within the Townhome Neighborhood shall be assessed against the respective Lot as an Individual Assessment.

14.3 Requirement to Reconstruct or Demolish.

14.3.1 Townhome Neighborhood. In the event that any Home within the Townhome Neighborhood is destroyed by fire or other casualty, the Association shall process an insurance claim for such Home and commence reconstruction and/or repair of the Home with insurance proceeds received by the Association. Such reconstruction and/or repair of the Home shall be commenced within sixty (60) days of the Association's receipt of the insurance proceeds applicable to such Home. Each Owner of a Home in the Townhome Neighborhood, by acceptance of a deed to their Home, irrevocably authorizes the Association to perform the reconstruction and/or repair of their damaged or destroyed Home. All repairs or reconstruction performed by the Association shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform reconstruction and/or repair of a damaged or destroyed Home insured by an insurance policy purchased by the Association. The Board may levy an Individual Assessment against the affected Lot(s) in whatever amount sufficient to adequately pay for repairs or reconstruction of the affected Homes(s) to the extent insurance proceeds are not sufficient. The Association is irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.3.2 SFD Home Neighborhood. Each Owner of a Home within the SFD Home Neighborhood covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Home, 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

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under law. If an Owner elects to perform the Required Repair, such work must be commenced within sixty (60) 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 Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. 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.

14.3.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.3 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 MEDLEY AT SOUTHSORE BAY.

14.3.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then 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. 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 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.

14.4 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.

14.5 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.

14.6 Association 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.

14.7 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.

14.8 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).

14.9 Cost of Payment of Premiums. Except as otherwise provided in this Section 14 with respect to Townhome Neighborhood Insurance, 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.

14.10 Declarant has No Liability. Notwithstanding anything to the contrary in this Section 14, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage required by this Section 14 or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.11 Additional Insured. Prior to the Community Completion Date, 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 Builder, Owner, and its Lessees, guests and invitees, shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

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

15.1.2 Rules and Regulations adopted 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 (2017);

15.1.4 The right of the Association to suspend the right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessments levied against the 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 Authorized Builders, as applicable, to access and enter the Common Areas or Facilities constructed by Declarant or such Authorized Builder, as applicable, at any time, even after the Community Completion Date, for the purposes of inspection and testing of such Common Areas or Facilities. The Association and each Owner shall give the Declarant and such Authorized Builder unfettered access, ingress and egress to

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such Common Areas so the Declarant and/or its agents can perform all tests and inspections deemed necessary by the Declarant. The Declarant and such Authorized Builder shall have the right to make all repairs and replacements deemed necessary by the Declarant or such Authorized Builder. At no time shall the Association or any Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant relative to any portion of the Common Areas or Facilities constructed by same;

15.1.8 The rights of the Declarant, Builders, Club Owner, and/or the Association regarding MEDLEY AT SOUTHSORE BAY 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 use of the Common Areas and Facilities during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the Owners, 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 and for vehicular traffic over, through and across such portions of the Common Areas, 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 and for Authorized Builders, and their nominees, over, upon, across, and under MEDLEY AT SOUTHSORE BAY as may be required in connection with the development of MEDLEY AT SOUTHSORE BAY, and/or other lands designated by Declarant and/or Authorized Builders, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, or any portion of MEDLEY AT SOUTHSORE BAY, and/or other lands designated by Declarant and/or Authorized Builders. Without limiting the foregoing, Declarant specifically reserves for itself and for Authorized Builders the right to use all paved roads and rights of way within MEDLEY AT SOUTHSORE BAY for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges construction vehicles and trucks may use portions of the Common Areas and Facilities. The Declarant and Authorized 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 Operating Expenses or as part of the District Maintenance Special Assessments. Without limiting the foregoing, at no time shall Declarant and/or Authorized Builders be obligated to pay any amount to the Association on account of Declarant's and/or Authorized Builders use of the Common Areas or Facilities. Declarant and Authorized Builders intend to use the Common Areas and Facilities for sales of Lot and Homes. Further, Declarant and/or Authorized Builders may market other residences and properties located outside of MEDLEY AT SOUTHSORE BAY from Declarant's and/or Authorized Builders' sales facilities located within MEDLEY AT SOUTHSORE BAY. Declarant and Authorized Builders have the right to use all portions of the Common Areas and Facilities in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section 15.3, and the rights reserved herein in favor of Declarant and Authorized Builders, shall be construed as broadly as possible and supplement the rights of Declarant and Authorized Builders set forth in this Declaration. At no time shall Declarant and/or Authorized Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

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

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

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

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through MEDLEY AT SOUTHSORE BAY (including Lots, Parcels and/or Homes) for utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to 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 MEDLEY AT SOUTHSORE BAY (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, Facilities, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Declarant, the Association, the District, and their designees, SWFWMD, the County, and/or any federal agency having jurisdiction over MEDLEY AT SOUTHSORE BAY over, across and upon MEDLEY AT SOUTHSORE BAY for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant 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 non-exclusive easement for ingress and egress and access exists 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 MEDLEY AT SOUTHSORE BAY and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through MEDLEY AT SOUTHSORE BAY 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 the Association. The Association is hereby granted an easement over all of MEDLEY AT SOUTHSORE BAY, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

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

15.12 Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of MEDLEY AT SOUTHSORE BAY necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise).

15.13 Utility Easement. Certain Lots within MEDLEY AT SOUTHSORE BAY contain certain underground or under-slab utilities, including, without limitation, electric, water, sewer, cable or other utilities ("**Utilities**") that serve other Lots within MEDLEY AT SOUTHSORE BAY. An easement (the "**Utility Easement**") is hereby granted under, through and over the areas of each Lot upon which Utilities are actually located (the "**Utility Easement Area**"), as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove (collectively, "**Maintain**") the pipes, wires, ducts, vents, cables, conduits, apparatus and other facilities for such Utilities. The Utility Easement shall be in favor of (i) the other Owners whose Lots are served by such Utilities (each, a "**Benefitted Owner**"), (ii) the entities providing such Utilities (each, a "**Provider**"), the Declarant and the Association. The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner's use and enjoyment of his or her Home as a residence. The Owners of the Lots encumbered by the Utility Easement shall be reimbursed for any material physical damage to his or her Home or Lot as a result of use of this easement by the Benefitted Owner(s), the Provider(s), the Declarant, or the Association. Notwithstanding any other provision hereof to the contrary, the Utility Easement Area shall be limited to the area upon which Utilities are actually located. An Owner shall do nothing within or outside his or her Home or Lot that interferes with or impairs, or may interfere with or impair, the provision of such Utilities or the use of the Utility Easement for the foregoing purposes. The Benefitted Owner(s), Provider(s), Declarant, and the Association, and/or their respective agents shall have a right of access to each Lot to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Lot encumbered by the Utility Easement and shall not unreasonably interfere with the Owner's use of the Home as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice to the Owner.

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

16. Hidden Creek Community Development District.

16.1 Generally. Portions of MEDLEY AT SOUTHSORE BAY may be owned by Hidden Creek Community Development District (the "**CDD**" or "**District**"), such as the entryways, open space areas, Perimeter Walls/Fences, the SWMS, and/or utilities. In the event that any portions of MEDLEY AT SOUTHSORE BAY 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 MEDLEY AT SOUTHSORE BAY 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, roadways, the SWMS, utility plants and lines, land acquisition, Perimeter Walls/Fences, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within MEDLEY AT SOUTHSORE BAY (the "**Public Infrastructure**"). The estimated design, development,

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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 Hillsborough 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. 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 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. 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. In addition to the Facilities, the CDD may purchase and own the Club.

16.6 **Retention/Detention Areas.** THE FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE CDD NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN MEDLEY AT SOUTHSORE BAY; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE CDD NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO

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ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE CDD AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, THE CDD, OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, THE CDD AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN MEDLEY AT SOUTHSORE BAY.

16.7 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.

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

17. Assessments.

17.1 General. Each Owner, 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 shall 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 MEDLEY AT SOUTHSORE BAY. 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 comprising a portion of the Common Areas (the "**Reserves**"). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established;

17.2.5 Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment; and

17.2.6 Assessments for which Owners in a particular Neighborhood or Neighborhoods are subject in order to fund Neighborhood Expenses ("**Neighborhood Assessments**"). The Association is hereby authorized to levy Neighborhood Assessments against all Lots subject to Assessment in the Neighborhood to fund Neighborhood Expenses. The lien for a Neighborhood Assessment may be foreclosed in the same manner as any other Assessment.

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

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in MEDLEY AT SOUTHSORE BAY conveyed to Owners or any greater number determined by Declarant from time to time. 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 Authorized Builder (a "**Spec Lot**") shall be assessed at ten percent (10%) of the Installment Assessment, Neighborhood Assessments or Special Assessments assessed to Lots with Homes constructed thereon and owned by Owners. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall the Declarant pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the

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Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

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

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner, except as provided herein. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments, Neighborhood 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 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, Neighborhood 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 and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association. Authorized 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. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association'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. 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 Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots, owned by Class A members. Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments,

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even after the Turnover. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, or at the amount established for Vacant Lots or Spec Lots, as applicable, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2017). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2017), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

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

17.10.1 Installment Assessments and Neighborhood 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 (2017). The Board may from time to time determine when the Installment Assessments and Neighborhood Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments and Neighborhood Assessments for Operating Expenses shall be collected in advance on a monthly basis.

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

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

17.11 Initial Contribution. The first purchaser of each Home from the Declarant or a Builder, at the time of closing of the conveyance from Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of Three Hundred and No/100 Dollars (\$300.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Initial Contribution to the Association, but shall be obligated to collect the Initial Contribution and remit the same to the Association upon conveyance of a Home to an Owner.

17.12 Resale Contribution. After the Home has been conveyed by Declarant or a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a

Home by an Owner a resale contribution in the amount equal to Three Hundred and No/100 Dollars (\$300.00) (the "**Resale Contribution**"). The Resale Contribution shall not be applicable to conveyances from Declarant or any Builder. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Resale Contribution to the Association.

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

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

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

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the lien for Club Dues as provided in the Club Plan, (ii) the lien for Master Association assessments as provided in the Master Declaration, (iii) the liens of all taxes, bonds, assessments, including CDD assessments, and other governmental levies which by law would be superior, and (iv) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2017). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the

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payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. 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 Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to Club Dues (unless collected by the Club Owner directly from the Owner), then to the Master Association's assessments (unless collected by the Master Association directly from the Owner), then to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first 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, the District and Club Owner shall not be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Home, if applicable. The Club shall be exempt from all Assessments hereunder. Further, and notwithstanding anything to the contrary herein, Declarant shall not be responsible for Special Assessments or Reserves. Declarant, at 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 MEDLEY AT SOUTHSORE BAY subject to this Declaration from the Assessments, provided that such part of MEDLEY AT SOUTHSORE BAY 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 MEDLEY AT SOUTHSORE BAY 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, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such

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purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. The Association, 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 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 Master Association assessments (unless collected by the Master Association directly from the Owner), Club Dues (unless collected by the Club Owner directly from the Owner), and 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 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.

17.24 Master Association Assessments. Pursuant to the Master Governing Documents, each Owner is obligated to pay assessments to the Master Association. NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION OR THE MASTER DECLARATION TO THE CONTRARY, THE ASSOCIATION SHALL NOT IN ANY WAY WHATSOEVER BE LIABLE FOR PAYMENT OF THE MASTER ASSOCIATION'S ASSESSMENTS. THE FOREGOING IS NOT INTENDED TO LIMIT ANY REMEDIES OF THE ASSOCIATION OR THE MASTER ASSOCIATION CONCERNING AN OWNER'S FAILURE TO PAY ANY SUCH ASSESSMENT. NOTWITHSTANDING ANY PROVISION OF THE MASTER DECLARATION TO THE CONTRARY, THE MASTER ASSOCIATION'S ASSESSMENTS ARE NOT OPERATING EXPENSES OF THE ASSOCIATION AND NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY OBLIGATION TO DEFICIT FUND NON-PAYMENT OF THE MASTER ASSOCIATION'S ASSESSMENTS BY THE ASSOCIATION'S MEMBERS.

18. Information to Lenders and Owners.

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

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

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

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

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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 MEDLEY AT SOUTHSORE BAY. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, 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. 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 Declarant, Declarant shall have the right to replace any member within ten (10) days of such occurrence. If 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 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 MEDLEY AT SOUTHSORE BAY. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within MEDLEY AT SOUTHSORE BAY 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 Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, 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, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING MEDLEY AT SOUTHSORE BAY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW MEDLEY AT SOUTHSORE BAY WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be 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. The Community Standards shall not require any Owner or Builder to alter the improvements previously constructed. Until the Community Completion Date, Declarant and Authorized Builders shall have the right to approve the Community Standards, which approval, may be granted or denied in their sole discretion.

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

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

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

19.8.1 Each 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.

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 therefor. 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 than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

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

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in MEDLEY AT SOUTHSORE BAY 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 MEDLEY AT SOUTHSORE BAY shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in MEDLEY AT SOUTHSORE BAY and no construction materials shall be stored in MEDLEY AT SOUTHSORE BAY, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

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

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in MEDLEY AT SOUTHSORE BAY.

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 MEDLEY AT SOUTHSORE BAY. 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 MEDLEY AT SOUTHSORE BAY and each Owner shall include the same therein.

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

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

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

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

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the

requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Declarant, the CDD, any Authorized Builder, Club Owner or their nominees, including, without limitation, improvements made or to be made to the Common Areas or Facilities, as applicable, or any Lot, shall not be subject to the review of the ACC, the Association, or the provisions of this Declaration or the Community Standards.

19.19 Exculpation. Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, the Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors 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 their members, officers and directors. Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

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

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

20.1.2 Cause any damage to any improvement or Common Area, Club or Facilities;

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

20.1.4 Undertake unauthorized improvements or modifications to a Lot, the Common Areas, Club or Facilities; or

20.1.5 Impede Declarant or Authorized Builders from proceeding with or completing the development of MEDLEY AT SOUTHSORE BAY; then Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

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

20.2.2 Commence an action to recover damages; and/or

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

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

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

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

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or, where applicable, Club Owner, Owners, the Master Association and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. The 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 may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2017), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SWFWMD.

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

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and 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. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors. Any fine in excess of One Thousand Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant and Authorized Builders.

21.1 Sales and Administrative Offices. Declarant and Authorized Builders shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of MEDLEY AT SOUTHSORE BAY and sales and re-sales of Lots, Homes and/or other properties owned by Declarant and Authorized Builders or others outside of MEDLEY AT SOUTHSORE BAY. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of MEDLEY AT SOUTHSORE BAY, including Common Areas, the Club or Facilities, as applicable, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas or Facilities, as applicable, to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant and Authorized Builders, as applicable. Declarant and Authorized Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of MEDLEY AT SOUTHSORE BAY will continue as deemed appropriate in 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 MEDLEY AT SOUTHSORE BAY 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 Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Any modification of the development plans for MEDLEY AT

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SOUTHSHORE BAY, including without limitation, amendments to the Master Plan, modification the boundary lines of the Common Areas, granting easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, shall require Authorized Builders' prior written consent, which may be withheld for any reason.

21.3 Promotional Events. Prior to the Community Completion Date, Declarant and Authorized Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within MEDLEY AT SOUTHSHORE BAY and/or on the Common Areas without any charge for use. Declarant, Authorized Builders and their agents, affiliates, or assignees shall have the right to market MEDLEY AT SOUTHSHORE BAY in advertisements and other media by making reference to MEDLEY AT SOUTHSHORE BAY, including, but not limited to, pictures or drawings of MEDLEY AT SOUTHSHORE BAY, Common Areas, Parcels, Lots and Homes constructed in MEDLEY AT SOUTHSHORE BAY. All logos, trademarks, and designs used in connection with MEDLEY AT SOUTHSHORE BAY are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant and Authorized 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 Declarant and Authorized Builders outside of MEDLEY AT SOUTHSHORE BAY.

21.5 Franchises. 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 and the Common Areas.

21.7 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across MEDLEY AT SOUTHSHORE BAY so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, 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 Declarant, in perpetuity, for such purposes. Without limiting the foregoing, 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, 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. 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 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 Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

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

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21.9 Additional Development. If Declarant withdraws portions of MEDLEY AT SOUTHSORE BAY from the operation of this Declaration, 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. 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 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/or the Club (if approved by Club Owner) 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 Declarant.

21.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of MEDLEY AT SOUTHSORE BAY 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 MEDLEY AT SOUTHSORE BAY or adjacent to or near MEDLEY AT SOUTHSORE BAY, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.11 Sales by Declarant. Notwithstanding the restrictions set forth in Section 26, Declarant reserves for itself and for Authorized Builders the right to sell Homes for Occupancy to natural persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect compliance with all applicable State and Federal laws under which MEDLEY AT SOUTHSORE BAY may be developed and operated as an age-restricted community.

21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT 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 MEDLEY AT SOUTHSORE BAY 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:

21.12.1 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 MEDLEY AT SOUTHSORE BAY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF MEDLEY AT SOUTHSORE BAY AND THE VALUE THEREOF;

21.12.2 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 HILLSBOROUGH COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

21.12.3 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

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21.12.4 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 MEDLEY AT SOUTHSORE BAY (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 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, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS AND CLUB PLAN 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 OR CLUB PLAN, 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. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

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

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

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21.16 Duration of Rights. The rights of 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 by Declarant or any Builder, as applicable, in an amendment to the Declaration recorded in the Public Records.

21.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of MEDLEY AT SOUTHSORE BAY, 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 MEDLEY AT SOUTHSORE BAY without Declarant's prior review and prior written consent. Evidence of 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.

21.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in MEDLEY AT SOUTHSORE BAY shall be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to deliver notice of Declarant's approval or disapproval within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. This Section 21.18 shall not apply to Authorized Builders.

21.19 Use Name of "MEDLEY AT SOUTHSORE BAY". No person or entity shall use the name "MEDLEY AT SOUTHSORE BAY," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of MEDLEY AT SOUTHSORE BAY name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "MEDLEY AT SOUTHSORE BAY" in printed or promotional matter where such term is used solely to specify that particular property is located within MEDLEY AT SOUTHSORE BAY. This Section 21.19 shall not apply to Authorized Builders.

21.20 Density Transfers. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by 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 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 Declarant herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records. Notwithstanding the forgoing, so long as any Authorized Builder owns a Lot and is (i) actively constructing a Home thereon; or (ii) actively marketing a completed Home for sale to an end user, the Declarant's right make any such assignments is subject to such Authorized Builder's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

24. General Provisions.

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

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

24.3 Execution of Documents. Declarant's plan of development for MEDLEY AT SOUTHSORE BAY 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, 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 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 MEDLEY AT SOUTHSORE BAY, 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 MEDLEY AT SOUTHSORE BAY or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event the Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. 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 Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF MEDLEY AT SOUTHSORE BAY ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT, BUILDERS, AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO MEDLEY AT SOUTHSORE BAY, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER

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CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF MEDLEY AT SOUTHSORE BAY, 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 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 MEDLEY AT SOUTHSORE BAY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT, BUILDERS AND THE OTHER AFORESAID 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 MEDLEY AT SOUTHSORE BAY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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

24.9 Right to Contract for Telecommunications Services. 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 MEDLEY AT SOUTHSORE BAY. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

24.10 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, any Authorized Builder or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

24.11 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
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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.

24.12 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.

25. Surface Water Management System.

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

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SWFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within MEDLEY AT SOUTHSORE BAY wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

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

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, the District or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the CDD. The CDD may enter any Lot, Parcel, the Common Area or the Facilities and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The costs of such alterations, improvements or repairs shall be part of the District Maintenance Special Assessments. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

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

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

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SWFWMD.

25.1.8 If the CDD shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

25.1.9 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and approved plans or Plat unless prior approval is received from SWFWMD pursuant to environmental resource permitting.

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

25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SWFWMD.

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

25.3 Mitigation Area Monitoring. In the event MEDLEY AT SOUTHSORE BAY has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, SWFWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting,

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and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT, BUILDERS, THE CLUB OWNER, NOR THE ASSOCIATION OR MASTER ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND CONSERVATION AREAS IN MEDLEY AT SOUTHSORE BAY; PROVIDED, FURTHER, NEITHER THE DECLARANT, BUILDERS, THE CLUB OWNER, NOR THE ASSOCIATION OR MASTER ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, BUILDERS, THE CLUB OWNER, THE ASSOCIATION AND MASTER ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, BUILDERS, THE CLUB OWNER, NOR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with MEDLEY AT SOUTHSORE BAY. Activities prohibited within the conservation areas include, but are not limited to, the following:

25.5.1 No structures or construction of any kind may be erected;

25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

25.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

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

25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

25.5.9 No Owner within MEDLEY AT SOUTHSORE BAY may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and Plat, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from SWFWMD; and

25.5.10 Each Owner within MEDLEY AT SOUTHSORE BAY at the time of construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE CDD IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE CDD.

26. Restrictions Affecting Occupancy and Alienation.

26.1 Restrictions on Occupancy. Subject to the rights reserved to Declarant in Section 21.11, the Homes within MEDLEY AT SOUTHSORE BAY are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 26 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(2)(C) and the regulations promulgated thereunder (collectively, as may be amended, the "**Act**") allowing discrimination based on familial status. Declarant or the Association, acting through the Board, shall have the power to amend this Section 26, without the consent of the Owners or any other person or entity (except Declarant), for the purpose of maintaining this Section 26 consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions.

26.1.1 Each Occupied Home shall at all times be Occupied by at least one (1) natural person fifty-five (55) years of age or older; however, in the event of the death of a person who was the sole Occupant fifty-five (55) years of age or older of a Home, any Qualified Occupant may continue to Occupy the same Home as long as the provisions of the Act are not violated by such Occupancy.

26.1.2 No natural person under the age of nineteen (19) shall Occupy a Home.

26.1.3 Nothing in this Section 26 shall restrict the ownership of or transfer of title to any Home; provided, no Owner under the age of fifty-five (55) may Occupy a Home unless the requirements of this Section 26 are met nor shall any Owner permit Occupancy of the Home in violation of this Section 26. Owners shall be responsible for including a statement in conspicuous type in any lease or other Occupancy agreement or contract of sale relating to such Owner's Home that the Homes within MEDLEY AT SOUTHSORE BAY are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Section 26, which agreements or contracts shall be in writing and signed by the Lessee or purchaser and for clearly disclosing such intent to any prospective Lessee, purchaser, or other potential Occupant. Every Lease Agreement for a Home shall provide that failure to comply with the requirements and restrictions of this Section 26 shall constitute a default under the Lease Agreement.

26.1.4 Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section 26 with respect to a Home, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

26.1.5 In the event of any change in Occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Home shall immediately notify the Board in writing and

MEDLEY AT SOUTHSORE BAY
Declaration

provide to the Board the names and ages of all current Occupants of the Home and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner and the Home for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Section 26, in addition to all other remedies available to the Association under this Declaration and Florida law.

26.2 Monitoring Compliance; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section 26 and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their Lessees and Lenders upon reasonable request.

26.3 Enforcement. The Association may enforce this Section 26 by any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the Occupants of Homes, requiring that copies of birth certificates or other proof of age for one (1) Age-Qualified Occupant per Home be provided to the Board on a periodic basis, and taking action to evict the Occupants of any Home that do not comply with the requirements and restrictions of this Section 26. The Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the Occupancy of Homes which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section 26. Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the Occupants of any Home as necessary to enforce compliance with this Section 26.

26.4 Compliance. Each Owner shall be responsible for ensuring compliance of its Home with the requirements and restrictions of this Section 26 and the Association rules adopted hereunder, by itself and by its Lessees and other Occupants of its Home. Each Owner, by acceptance of title to a Home, agrees to indemnify, defend and hold Declarant, any affiliate of Declarant and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Home to so comply. Such defense costs shall include, but not be limited to, attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 29th day of May, 2018.

WITNESSES:

Lauren Parsons
Print Name: Lauren Parsons

Kelley Remmel
Print Name: Kelley Remmel

"DECLARANT"

DUNE FL LAND I SUB, LLC, a Delaware limited liability company

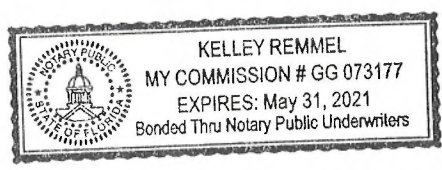
John M. Ryan
By: _____
Name: John M. Ryan
Title: Manager

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29 day of May, 2018, by John M. Ryan, as Manager of DUNE FL LAND I SUB, LLC, a Delaware limited liability company. He [is personally known to me] [has produced _____ as identification].

My commission expires: 5/31/21

Kelley Remmel
NOTARY PUBLIC, State of Florida at Large
Print Name: Kelley Remmel



MEDLEY AT SOUTHSORE BAY
Declaration

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 29th day of May, 2018.

WITNESSES:

[Signature]
Print Name: Lauren Parsons
[Signature]
Print Name: Kelley Remmel

"DECLARANT"

DUNE FB DEBT LLC, a Delaware limited liability company

By: [Signature]
Name: John M. Ryan
Title: Manager

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 24 day of May, 2018, by John M. Ryan, as Manager of DUNE FB DEBT LLC, a Delaware limited liability company. He [is personally known to me] [has produced _____ as identification].

My commission expires: 5/31/21

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Kelley Remmel



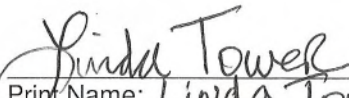
MEDLEY AT SOUTHSORE BAY
Declaration

JOINDER

LENNAR HOMES, LLC, a Florida limited liability company ("Lennar") does hereby join in this COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (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. Lennar agrees this Joinder is for the purpose of subjecting any lands within MEDLEY AT SOUTHSORE BAY owned by Lennar to the Declaration and for evidencing Lennar's acceptance of the rights and obligations provided in the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7 day of May, 2018.

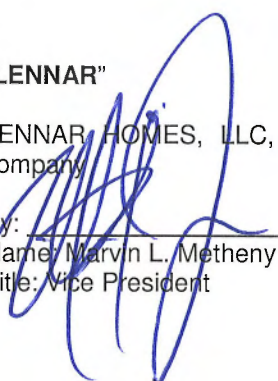
WITNESSES:


Print Name: Linda Tower


Print Name: Marvin L. Metheny Jr.

"LENNAR"

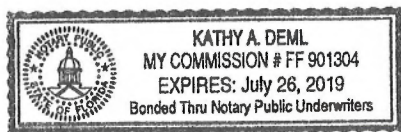
LENNAR HOMES, LLC, a Florida limited liability company

By: 
Name: Marvin L. Metheny Jr.
Title: Vice President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7 day of May, 2018, by Marvin L. Metheny, Jr., as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] [has produced _____ as identification].

My commission expires:




NOTARY PUBLIC, State of Florida at Large

Print Name: Kathy A Deml

MEDLEY AT SOUTHSORE BAY
Declaration

JOINDER

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (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 7 day of May, 2018.

WITNESSES:

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

Linda Tower
Print Name: Linda Tower
Kelly Evans
Print Name: Kelly Evans

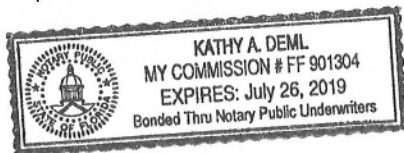
Kelly Evans
By: _____
Name: Kelly Evans
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7 day of May, 2018, by Kelly Evans, as President of MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:



Kathy A Deml
NOTARY PUBLIC, State of Florida at Large
Print Name: Kathy A Deml

MEDLEY AT SOUTHSORE BAY
Declaration

CDD JOINDER

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**CDD**"), does hereby join in the COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (this "**Declaration**"), to which this Joinder is attached. The CDD agrees this Joinder is for the purpose of subjecting any lands within MEDLEY AT SOUTHSORE BAY (as defined in the Declaration) and owned by the CDD 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 and obligations of the CDD provided in the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29th day of May, 2018.

WITNESSES:

[Signature]
Print Name: Lauren Parsons
[Signature]
Print Name: Kelley Remmel

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

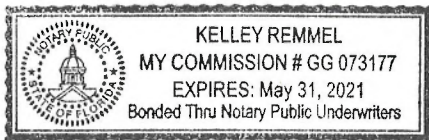
By: [Signature]
Name: Michael Lawson
Title: Chairman

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29 day of May, 2018, by Mike Lawson as Chairman of HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the CDD, who is personally known to me or who has produced _____ as identification.

My commission expires: 5/31/21

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Kelley Remmel



MEDLEY AT SOUTHSORE BAY
Declaration

EXHIBIT 1

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8 AND SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 88°00'03" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 30.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF WEST LAKE DRIVE AS DEDICATED IN OFFICIAL RECORDS BOOK 669, PAGE 506 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S 00°36'39" E, ALONG SAID WEST RIGHT-OF-WAY AND THE EAST BOUNDARY OF THE WEST 15 FEET OF TRACTS 1, 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2693.70 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 17. SAID POINT ALSO ON THE CENTERLINE OF A 30 FOOT ROAD RIGHT-OF-WAY AS DEDICATED PER SAID DAVID & DOWDELL ADDITION; THENCE S 89°38'58" W, ALONG SAID CENTERLINE AND NORTH BOUNDARY, A DISTANCE OF 634.34 FEET TO THE TERMINUS OF SAID RIGHT-OF-WAY; THENCE S 00°40'41" E, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF TRACT 1 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°40'41" E, ALONG THE WEST BOUNDARY OF SAID TRACT 1, A DISTANCE OF 663.62 FEET; THENCE N 89°44'24" E, ALONG THE SOUTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 633.56 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 15 FEET OF TRACTS 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°36'42" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1988.85 FEET A POINT ON THE NORTH BOUNDARY OF THE SOUTH 35 FEET OF TRACTS 13 THROUGH 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE N 89°59'14" W, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1990.05 FEET; THENCE N 00°30'00" W, LEAVING SAID NORTH BOUNDARY, A DISTANCE OF 302.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1243.00 FEET AND A CHORD WHICH BEARS N 05°15'00" W, A DISTANCE OF 205.86 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 206.10 FEET TO A POINT OF TANGENCY; THENCE N 10°00'00" W, A DISTANCE OF 1746.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1057.00 FEET AND A CHORD WHICH BEARS N 00°03'22" W, A DISTANCE OF 365.06 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 366.90 FEET TO A POINT OF TANGENCY; THENCE N 09°53'17" E, A DISTANCE OF 16.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1112.00 FEET AND A CHORD WHICH BEARS N 29°34'42" E, A DISTANCE OF 749.34 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 764.30 FEET TO A POINT OF TANGENCY; THENCE N 49°16'07" E, A DISTANCE OF 359.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 35°25'44" E, A DISTANCE OF 570.75 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 576.34 FEET TO A POINT OF TANGENCY; THENCE N 21°35'21" E, A DISTANCE OF 653.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 02°45'41" W, A DISTANCE OF 983.79 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1014.05 FEET TO A POINT OF TANGENCY; THENCE N 27°06'43" W, A DISTANCE OF 433.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1107.00 FEET AND A CHORD WHICH BEARS N 24°47'43" W, A DISTANCE OF 89.50 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 89.53 FEET; THENCE N 65°08'01" E, ALONG A NON-RADIAL LINE, A DISTANCE OF 10.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE

MEDLEY AT SOUTHSORE BAY
Declaration

EXHIBIT 1

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8 AND SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 88°00'03" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 30.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF WEST LAKE DRIVE AS DEDICATED IN OFFICIAL RECORDS BOOK 669, PAGE 506 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S 00°36'39" E, ALONG SAID WEST RIGHT-OF-WAY AND THE EAST BOUNDARY OF THE WEST 15 FEET OF TRACTS 1, 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2693.70 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 17. SAID POINT ALSO ON THE CENTERLINE OF A 30 FOOT ROAD RIGHT-OF-WAY AS DEDICATED PER SAID DAVIS & DOWDELL ADDITION; THENCE S 89°38'58" W, ALONG SAID CENTERLINE AND NORTH BOUNDARY, A DISTANCE OF 634.34 FEET TO THE TERMINUS OF SAID RIGHT-OF-WAY; THENCE S 00°40'41" E, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF TRACT 1 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°40'41" E, ALONG THE WEST BOUNDARY OF SAID TRACT 1, A DISTANCE OF 663.62 FEET; THENCE N 89°44'24" E, ALONG THE SOUTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 633.56 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 15 FEET OF TRACTS 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°36'42" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1988.85 FEET A POINT ON THE NORTH BOUNDARY OF THE SOUTH 35 FEET OF TRACTS 13 THROUGH 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE N 89°59'14" W, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1990.05 FEET; THENCE N 00°30'00" W, LEAVING SAID NORTH BOUNDARY, A DISTANCE OF 302.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1243.00 FEET AND A CHORD WHICH BEARS N 05°15'00" W, A DISTANCE OF 205.86 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 206.10 FEET TO A POINT OF TANGENCY; THENCE N 10°00'00" W, A DISTANCE OF 1746.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1057.00 FEET AND A CHORD WHICH BEARS N 00°03'22" W, A DISTANCE OF 365.06 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 366.90 FEET TO A POINT OF TANGENCY; THENCE N 09°53'17" E, A DISTANCE OF 16.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1112.00 FEET AND A CHORD WHICH BEARS N 29°34'42" E, A DISTANCE OF 749.34 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 764.30 FEET TO A POINT OF TANGENCY; THENCE N 49°16'07" E, A DISTANCE OF 359.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 35°25'44" E, A DISTANCE OF 570.75 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 576.34 FEET TO A POINT OF TANGENCY; THENCE N 21°35'21" E, A DISTANCE OF 653.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 02°45'41" W, A DISTANCE OF 983.79 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1014.05 FEET TO A POINT OF TANGENCY; THENCE N 27°06'43" W, A DISTANCE OF 433.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1107.00 FEET AND A CHORD WHICH BEARS N 24°47'43" W, A DISTANCE OF 89.50 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 89.53 FEET; THENCE N 65°08'01" E, ALONG A NON-RADIAL LINE, A DISTANCE OF 10.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE

MEDLEY AT SOUTHSORE BAY
Declaration

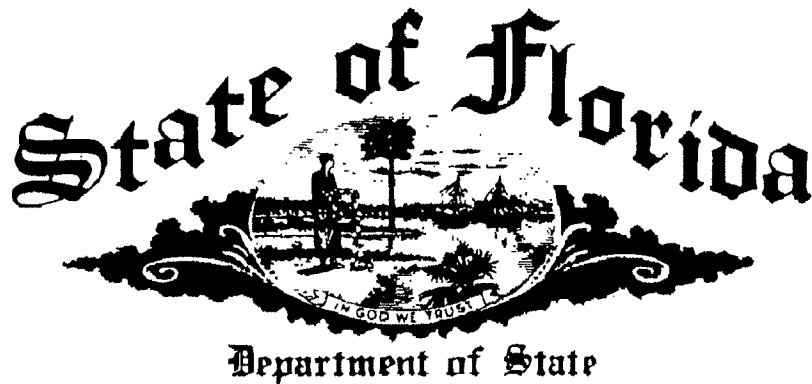
SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CHORD WHICH BEARS N 25°06'12" E, A DISTANCE OF 46.68 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.31 FEET TO A POINT OF TANGENCY; THENCE N 71°56'17" E, A DISTANCE OF 13.10 FEET; THENCE N 18°03'43" W, A DISTANCE OF 100.00 FEET; THENCE S 71°56'17" W, A DISTANCE OF 11.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 22.00 FEET AND A CHORD WHICH BEARS N 61°07'13" W, A DISTANCE OF 32.15 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 36.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1085.00 FEET AND A CHORD WHICH BEARS N 11°24'19" W, A DISTANCE OF 104.99 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 105.03 FEET TO A POINT OF TANGENCY; THENCE N 08°37'56" W, A DISTANCE OF 3.51 FEET; THENCE N 89°16'49" E, A DISTANCE OF 45.17 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE N 88°10'12" E, A DISTANCE OF 1303.85 FEET TO THE WEST BOUNDARY OF THE EAST 30 FEET OF DEED PER OFFICIAL RECORDS BOOK 7809, PAGE 849 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE S 01°33'55" E, 30 FEET WEST AND PARALLEL WITH THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 962.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 00°36'39" E, ALONG THE EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 583.03 FEET; THENCE S 89°23'43" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 15.00 OF TRACT 1 LYING IN THE NORTHEAST 1/4 OF SAID SECTION 17 OF SAID PLAT OF DAVIS & DOWDELL ADDITION AND THE POINT OF BEGINNING; THENCE S 00° 35' 51" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 412.47 FEET; THENCE S 89° 24' 08" W, LEAVING SAID BOUNDARY, A DISTANCE OF 347.33 FEET; THENCE N 00° 13' 55" E, A DISTANCE OF 15.00 FEET; THENCE S 89° 24' 08" W, A DISTANCE OF 125.46 FEET; THENCE N 03° 38' 54" W, A DISTANCE OF 339.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.26 FEET AND A CHORD WHICH BEARS N 39° 33' 51" E, A DISTANCE OF 38.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.70 FEET TO THE END OF SAID CURVE; THENCE N 89° 24' 08" E, A DISTANCE OF 218.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS N 63° 15' 19" E, A DISTANCE OF 66.10 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 68.45 FEET TO THE END OF SAID CURVE; THENCE N 89° 23' 43" E, A DISTANCE OF 187.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2
ARTICLES OF INCORPORATION



I certify from the records of this office that MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 18, 2018.

The document number of this corporation is N18000004384.

I further certify that said corporation has paid all fees due this office through December 31, 2018, and its status is active.

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

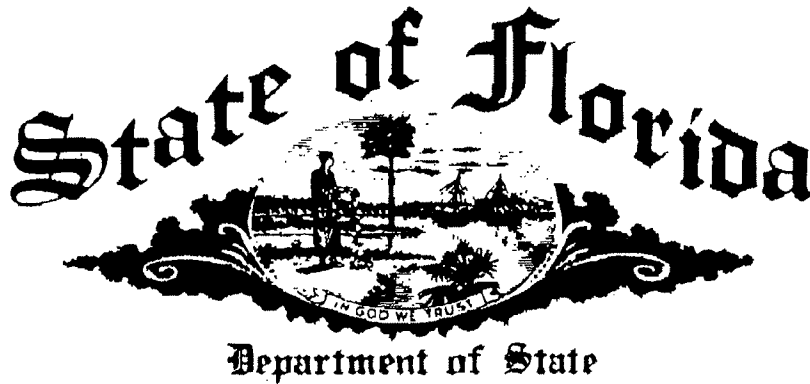
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 318A00007995-041918-N18000004384-1/1, noted below.

Authentication Code: 318A00007995-041918-N18000004384-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of April, 2018



Ken Detzner
Ken Detzner
Secretary of State



I certify the attached is a true and correct copy of the Articles of Incorporation of MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on April 18, 2018, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H18000122862. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N18000004384.

Authentication Code: 318A00007995-041918-N18000004384-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of April, 2018

Ken Detzner
Ken Detzner
Secretary of State



April 19, 2018

FLORIDA DEPARTMENT OF STATE
Division of Corporations

MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC.
4600 W. CYPRESS ST., STE. 200
TAMPA, FL 33607

The Articles of Incorporation for MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC. were filed on April 18, 2018, and assigned document number N18000004384. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H18000122862.

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

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

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

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

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

KYLE D BRUMBLEY
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 318A00007995

P.O BOX 6327 - Tallahassee, Florida 32314

((H18000122862 3))

ARTICLES OF INCORPORATION
OF
MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

((H18000122862 3))

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**ARTICLES OF INCORPORATION
OF
MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC.
(A NOT-FOR-PROFIT CORPORATION)**

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

1. Name of Corporation. The name of the corporation is MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").
2. Principal Office. The principal office of the Association is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1200 South Pine Island Road, Plantation, Florida 33324. The name of the Registered Agent of the Association is:

CT CORPORATION SYSTEM

4. Definitions. The COMMUNITY DECLARATION FOR MONTAGE AT SOUTHSORE BAY (the "Declaration") will be recorded in the Public Records of Hillsborough County, Florida, and shall govern all of the operations of a community to be known as MONTAGE AT SOUTHSORE BAY. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association, Builders and the Owners.
6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and MONTAGE AT SOUTHSORE BAY;
 - 7.3 To operate and maintain the SWMS in the event the District does not own and operate all SWMS. The Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements and applicable SWFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. To the extent required by the Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS. In the event the District does not own and operate all SWMS, Assessments may be used for the maintenance and repair of the SWMS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures, and drainage easement;
 - 7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

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

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

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

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of MONTAGE AT SOUTHSORE BAY to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, MONTAGE AT SOUTHSORE BAY, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, MONTAGE AT SOUTHSORE BAY, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and MONTAGE AT SOUTHSORE BAY, as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.14 To establish committees and delegate certain of its functions to those committees; and

7.15 To have the power to sue and be sued.

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

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NAME	ADDRESS
Kelly Evans	4600 West Cypress Street, Suite 200 Tampa, Florida 33607
Ben Gainer	4600 West Cypress Street, Suite 200 Tampa, Florida 33607
Dale Human	4600 West Cypress Street, Suite 200 Tampa, Florida 33607

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. If the Association ceases to exist and the District does not own and operate all SWMS, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2017), and the Environmental Resource Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. Amendments.

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

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

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests total (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure,

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

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant and Authorized Builders. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant and/or Authorized Builders.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Kelly Evans
Vice President:	Ben Gainer
Secretary/Treasurer	Dale Human

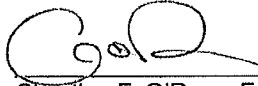
15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between Association and any other corporation, partnership, the Association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

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[Signature on the Following Page]

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 18th day of April, 2018.

A handwritten signature in black ink, appearing to read "C. O'Ryan", is written over a horizontal line.

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

((H18000122862 3)))

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 18th day of April, 2018.

CT CORPORATION SYSTEM

By: Sherry McGinnes
Title: Assistant Secretary
Print Name: Sherry McGinnes

Registered Office:

1200 South Pine Island Road
Plantation, Florida 33324

Principal Corporation Office:

4600 West Cypress Street, Suite 200
Tampa, Florida 33607

EXHIBIT 3
BYLAWS

BYLAWS
OF
MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (the "**Declaration**") relating to the residential community known as MEDLEY AT SOUTHSORE BAY, recorded, or to be recorded, in the Public Records of Hillsborough County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

"**Official Records**" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2017).

3. Members.

3.1 Voting Interests. Each Owner, Builder and the Declarant shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned. Thereafter, the Declarant shall have Voting Interest 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:

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

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

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

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

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

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

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

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of twenty percent (20%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

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

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by 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 twenty percent (20%) of the total Voting Interests. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video

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

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

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

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2017), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by Declarant need not be members of the Association. Board members elected by Owners must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2017) Owners and Builders are entitled to elect one (1) member of the Board (the "**Pre-Turnover Director**") when fifty percent (50%) of all the Lots ultimately planned for MEDLEY AT SOUTHSORE BAY are conveyed to Owners, provided the Owners and Builders exercise such right. In the event the Owners and Builders do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "**Turnover Date**"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners and Builders at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date).

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

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

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

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2017), from and after the expiration of the Turnover, or such earlier date determined by Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

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

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2017), any election dispute between a member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

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

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice

except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

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

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

5.5 Open Meetings. Meetings of the Board, and of any Committee of the Board, shall be open to all members.

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

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. 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. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

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

6. Powers and Duties of the Board.

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

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

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

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

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

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

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

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

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

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

7. Obligations of the Association. Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

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

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

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

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

8.2 Election of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

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

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

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

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

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

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

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2017) cause to be prepared in accordance

with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

9.3 Neighborhood Committee. In addition to any other committees appointed by the Board as provided above, Neighborhood Committees may be established by the Board, to determine the nature and extent of services, if any, it recommends be provided to Neighborhoods by the Association in addition to those provided to all members of the Association in accordance with the Declaration. Neighborhood Committees may only advise the Board on issues and shall not have the authority to bind the Board. The Board also reserves the right to abolish any committee established by the Board if, in its sole discretion, it chooses to do so.

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

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

12. Amendments.

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

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

majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

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

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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

15. Miscellaneous.

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

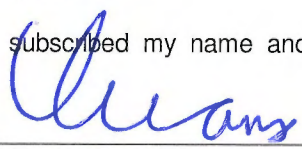
15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Kelly Evans, do hereby certify that:

I am the duly elected and acting President of MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 7th day of May, 2018.



Kelly Evans, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT



Southwest Florida Water Management District

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

An Equal
Opportunity
Employer

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

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

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

December 21, 2016

Dune FL Land I Sub, LLC & Dune FB Debt, LLC
Attn: Michael Lawson
2502 N. Rocky Pointe Dr. Suite 1050
Tampa, FL 33607

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

Project Name: Forest Brooke Active Adult Phases 1, 2 & 3
App ID/Permit No: 735457 / 43031060.013
County: Hillsborough
Sec/Twp/Rge: S08/T32S/R20E, S17/T32S/R20E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

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

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: U. S. Army Corps of Engineers
Heather E. Wertz, P.E., Hamilton Engineering & Surveying, Inc.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

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

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Tampa Service Office
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Tampa, Florida 33637-6759
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County: Hillsborough
Sec/Twp/Rge: S08/T32S/R20E, S17/T32S/R20E

Dear Permittee(s):

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

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

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

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

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

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 As-Built Certification and Request for Conversion to Operation Phase
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: U. S. Army Corps of Engineers
 Heather E. Wertz, P.E., Hamilton Engineering & Surveying, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43031060.013**

EXPIRATION DATE: December 21, 2021

PERMIT ISSUE DATE: December 21, 2016

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

PROJECT NAME: Forest Brooke Active Adult Phases 1, 2 & 3

GRANTED TO: Dune FL Land I Sub, LLC & Dune FB Debt, LLC
Attn: Michael Lawson
2502 N. Rocky Pointe Dr. Suite 1050
Tampa, FL 33607

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a new stormwater management system to serve a 116.5 acre residential subdivision project, as named above and as shown on the approved construction plans. The stormwater management system, which includes six wet detention ponds, is designed to accommodate the stormwater runoff from the activities associated with the construction of homes, drive and roadway paving, future development phases located within the contributing drainage basin area, and other contributing pervious areas. The project site is located within the proposed Forest Brooke Subdivision on the south side of State Road 674, in Sun City, Hillsborough County. Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Forest Brooke Homeowners Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Hillsborough

SEC/TWP/RGE: S08/T32S/R20E, S17/T32S/R20E

**TOTAL ACRES OWNED
OR UNDER CONTROL:**

730.15

PROJECT SIZE: 116.50 Acres

LAND USE: Residential

DATE APPLICATION FILED: October 04, 2016

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
X	2.38	MAN-MADE WET DETENTION
Y1/Y2	5.19	MAN-MADE WET DETENTION
Z	1.40	MAN-MADE WET DETENTION
AA	3.18	MAN-MADE WET DETENTION
BB	1.85	MAN-MADE WET DETENTION
FF	2.12	MAN-MADE WET DETENTION
	Total: 16.12	

Water Quantity/Quality Comments:

The stormwater management system has been designed to limit the post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour rate. The construction plans are referenced to NAVD88 vertical datum.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.32	0.73	Equivalent Excavation	N/A

Floodplain Comments:

In addition to the volumetric floodplain compensation provided, there is also 0.51 acre-feet of historic basin storage encroachment associated with the filling of Wetland M which is compensated in Pond X.

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Ditch 3	0.04	0.00	0.04	0.00	0.00	0.00
Ditch 6	0.46	0.00	0.46	0.00	0.00	0.00
Ditch 104	0.01	0.00	0.01	0.00	0.00	0.00
Wetland M	0.19	0.00	0.19	0.00	0.00	0.00
Total:	0.70	0.00	0.70	0.00	0.00	0.00

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

Wetland/Other Surface Water Comments:

There is a 0.19-acre herbaceous wetland (FLUCCS 641) located within the project area for this ERP. Permanent filling impacts to the 0.19-acre Wetland M (FLUCCS 641) will occur for construction of the subdivision. There are 0.51 acre of other surface water features (Ditch 3, 6, and 104, FLUCCS 510), consisting of upland cut ditches located within the project area. Permanent filling impacts to 0.51 acre of the project surface waters will occur for construction of the subdivision.

Mitigation Information

Mitigation Comments:

Wetland mitigation is not required for permanent filling impacts to Wetland M and the upland cut ditches pursuant to Subsections 10.2.2.1 and 10.2.2.2, of the ERP Applicant's Handbook Vol. I. Under these Subsections, wetland mitigation is not required for impacts to isolated wetlands less than one half acre in size; or to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species; and, were not constructed to divert natural stream flow.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland(s), wetland buffer(s), and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

a. wetland and surface water areas

b. wetland buffers

c. limits of approved wetland and surface water impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

5. All wetland and surface water boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District for the term of this permit. If this permit is extended, the wetland and surface water boundaries shall only remain binding for the term of such extension provided that physical conditions on the property, as solely determined by District staff, do not change so as to alter the boundaries of the delineated wetlands or other surface waters during the permit term, unless such change has been authorized by a permit issued under Part IV, Chapter 373, F.S.
6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
7. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of

incorporation, and

b. declaration of protective covenants, deed restrictions or declaration of condominium

The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

8. The following language shall be included as part of the deed restrictions for each lot:
"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
9. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
10. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
11. The Permitted Plan Set for this project includes the set received by the District on December 6, 2016.
12. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

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

13. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
14. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
15. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

16. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
17. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
18. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
19. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
20. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

GENERAL CONDITIONS

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

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Forest Brooke Active Adult Phases 1, 2 & 3

PROJECT NAME

Residential

PROJECT TYPE

Hillsborough

COUNTY

S08/T32S/R20E, S17/T32S/R20E

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

Dune FL Land I Sub, LLC & Dune FB Debt, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 735457 / 43031060.013

DATE ISSUED: December 21, 2016



Michelle K. Hopkins, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

EXHIBIT 5
CLUB PLAN

PREPARED BY AND RETURN TO:

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

MEDLEY AT SOUTHSORE BAY

CLUB PLAN

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LIST OF EXHIBITS

Exhibit A	Legal Description of Club
Exhibit B	Legal Description of Medley at Southshore Bay
Exhibit C	General Release
Exhibit D	Club Membership Fee Schedule
Exhibit E	Option Notice
Exhibit F	Agreement of Sale and Purchase

MEDLEY AT SOUTHSORE BAY CLUB PLAN

LEN-SOUTHSORE BAY, LLC, a Florida limited liability company (the "**Club Owner**"), is presently the record title owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**"). The Club Property is located within the real property described on **Exhibit B** attached hereto and made a part hereof (such real property being referred to herein as "**MEDLEY AT SOUTHSORE BAY**"). Club Owner hereby declares that the real property comprising MEDLEY AT SOUTHSORE BAY shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan. DUNE FL LAND I SUB LLC, a Delaware limited liability company and DUNE FB DEBT LLC, a Delaware limited liability company (collectively, the "**Declarant**") and Lennar Homes, LLC, a Florida limited liability company ("**Lennar**") join in and consent to the terms of this Club Plan.

THE MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (THE "**ASSOCIATION**") AND EACH RECORD TITLE OWNER OF ANY INTEREST IN MEDLEY AT SOUTHSORE BAY SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. ALTHOUGH THIS CLUB PLAN IS AN EXHIBIT TO THE COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSORE BAY (THE "**DECLARATION**"), THE DECLARATION IS JUNIOR AND SUBORDINATE AND INFERIOR TO THIS CLUB PLAN AND EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, ACKNOWLEDGES AND AGREES THAT THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNER'S ASSOCIATION OR CLUB ASSOCIATION AND THIS CLUB PLAN IS NOT GOVERNED BY THE HOMEOWNERS' ASSOCIATION ACT, CHAPTER 720, FLORIDA STATUTES (THE "**HOMEOWNERS ASSOCIATION ACT**"). IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

1. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"Assessments" shall mean any and all assessments and charges levied by the Association in accordance with the Declaration. The term "Assessments" shall not refer to the Club Membership Fee, Club Dues and/or any other charges levied pursuant to this Club Plan.

"Budget" shall have the meaning set forth in Section 8.2 hereof.

"Club" shall refer to "MEDLEY CLUB AT SOUTHSORE BAY," which is generally an association of Persons that have been offered use of the Club Property by the Club Owner, subject to the terms of the Club Documents. Wherever the context so requires, the use the term "Club" also may refer to the Club Property.

"Club Documents" shall mean all of the membership materials, agreements and documents governing use of the Club Property, as amended, restated or supplemented by the Club Owner from time to time and includes, without limitation, this Club Plan, and the Club Rules and Regulations.

"Club Dues" shall mean the charges to be paid by a Member pursuant to the provisions of this Club Plan and the Declaration, including without limitation, the Initial Club Contribution, the Club Membership Fee, Special Use Fees and each Owner's pro rata portion of the Club Expenses. Club Dues are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to Homeowners Association Act.

"Club Expenses" shall mean all costs (as such term is used in its broadest sense) of owning (including Club Owner's debt service), operating, managing, maintaining, and insuring the Club, whether direct or indirect, including without limitation, trash collection, utility charges, cable service charges, maintenance, legal fees of Club Owner relative to the Club, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs, insurance, working capital, ad

valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature that may be levied, imposed or assessed against, or in connection with, the Club. Club Expenses shall not include the initial cost of construction of the Club Facilities. Club Owner may allocate a reasonable portion of its overhead (e.g. employee salaries) to Club Expenses to extent the Club benefits from such overhead. Club Expenses shall include all legal expenses of Club Owner with respect to the Club.

"Club Facilities" shall mean the facilities, improvements and personal property that Club Owner shall actually have constructed and/or made available to Members pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION. In the event the Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities accessible to the Members, such determination shall be binding and conclusive. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON AREA.

"Club Manager" shall mean the person or entity operating and managing the Club Property from time to time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"Club Membership Fee" shall mean the fees to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.2 hereof. Club Membership Fees are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to the Homeowners Association Act.

"Club Membership Fee Schedule" shall have the meaning set forth in Section 6.2 hereof.

"Club Owner" shall mean the record title owner of the real property comprising the Club Property and any of its designees, successors and assigns who receive a written assignment of some or all of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment, the assignee shall not be deemed the "Club Owner" but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, LEN-SOUTHSHORE BAY, LLC, a Florida limited liability company is the Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club Property).

"Club Plan" shall mean this Club Plan for Medley Club at Southshore Bay, together with all exhibits, schedules, amendments and modifications hereto.

"Club Property" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof, subject to additions and deletions made by Club Owner from time to time. The Club Property may be comprised of one or more parcels of land that may not be connected or adjacent to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB PROPERTY IS NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB PROPERTY BE CONSIDERED AS COMMON AREA.

"Club Rules and Regulations" shall have the meaning set forth in Section 14.8 hereof.

"Declaration" shall mean the COMMUNITY DECLARATION FOR MEDLEY AT SOUTHSHORE BAY recorded in the Public Records, as now or subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein. THE DECLARATION SHALL BE JUNIOR AND SUBORDINATE TO THIS CLUB PLAN. IN THE EVENT OF

ANY CONFLICT BETWEEN THE DECLARATION AND THIS CLUB PLAN, THIS CLUB PLAN SHALL CONTROL.

"Family" means individuals who customarily reside and live together and otherwise hold themselves out as a family unit, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent or any other person living as a family and who qualifies as a "Family" and "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. The decision as to whether two (2) or more natural persons reside and constitute a qualifying family unit shall be determined by the Club Owner in its sole and absolute discretion, subject to FHA rules and regulations. Once designated and accepted by the Club Owner as a qualifying Family, no change in natural persons so constituting the qualifying Family may be made except for one (1) time in any calendar year and no more than three (3) times in any constituent family member's lifetime, but in all events such change in the Family shall be subject to the Club Owner's written approval in its sole and absolute discretion, subject to FHA rules and regulations. If a Lot is owned by two (2) or more natural persons who are not a part of "Family" as described above, or by a person which is not a natural person, the Owner of the Lot shall be required to select and designate one (1) Family to utilize the Membership. Club Owner may restrict the frequency of changes in such designation when there is no change in ownership of the Lot. Members and their Family shall be entitled to non-exclusive use of the Club Facilities in accordance with this Club Plan and the other Club Documents, subject to payment of all applicable Club Dues.

"Guest" means any natural person who is permitted access to the Club Property at the invitation of a Member.

"Initial Club Contribution" shall have the meaning set forth in Section 7 hereof.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within MEDLEY AT SOUTHSORE BAY. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"Member" shall mean every Owner (other than an Owner who has leased his Home to a Lessee) and Lessee; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues. Notwithstanding the foregoing, Club Owner may provide access to the Club for contract purchasers upon the signing of a membership agreement and payment of Club Dues. Club Owner may provide access to the Club Facilities to non-Members upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion. Club Owner shall establish qualification requirements, fees and dues for a contract purchaser or non-Members to have use of the Club Facilities. Once a contract purchaser obtains title to the Home, then such purchaser shall be deemed an Owner and Member hereunder.

"MEDLEY AT SOUTHSORE BAY" shall initially mean the real property described on **Exhibit B** attached hereto and made a part hereof, subject to additions and deletions thereto as permitted pursuant to the terms of the Declaration and this Club Plan. The definition of "MEDLEY AT SOUTHSORE BAY" shall be automatically amended to include land added to the real property described on Exhibit 1 of the Declaration as permitted pursuant to the terms of the Declaration.

"Parking Areas" shall mean all areas designated for parking within the Club Facilities.

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

"Purchase Option" shall have the meaning set forth in Section 5.5 hereof.

"Special Use Fees" shall have the meaning set forth in Section 6.8 hereof.

2. Benefits of Club. The Association and each Owner, by acceptance of title to a Lot, ratify and confirm this Club Plan and agree as follows:

2.1 Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with MEDLEY AT SOUTHSORE BAY in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of MEDLEY AT SOUTHSORE BAY that can be improved with a Home shall be burdened with the payment of Club Dues. Every Owner, by acceptance of a deed to any Lot, shall automatically assume and agree to pay all Club Dues owing in connection with such Lot. Subject to the Club Owner's right to amend this Club Plan, the covenants, conditions and restrictions of this Club Plan shall run with and bind MEDLEY AT SOUTHSORE BAY and shall inure to the benefit of and be enforceable by the Club Owner, its successors in title and permitted assigns, for a term of twenty-five (25) years from the date this Club Plan is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Club Plan shall be automatically extended for successive periods of ten (10) years unless terminated by Club Owner.

2.2 Value. By acceptance of a deed to a Lot, each Owner acknowledges that the automatic mandatory membership in the Club granted to Owners and Lessees renders ownership of a Home in MEDLEY AT SOUTHSORE BAY more valuable than it would be otherwise. All Owners and Club Owner agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner acknowledges that Club Owner is initially investing substantial sums of money and time in developing and operating the Club Property on the basis that eventually the Club Property will generate a substantial profit to Club Owner. Each Owner agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan.

2.3 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of MEDLEY AT SOUTHSORE BAY. The Lot, together with the rights to utilize the Club Facilities, were material in each Owner's decision to purchase a Lot in MEDLEY AT SOUTHSORE BAY and were, for the purposes of this Club Plan, a "single product." Each Owner understands that the Club is an integral part of MEDLEY AT SOUTHSORE BAY; provided, however, each Owner acknowledges and agrees that the Club Property is not Common Area owned or controlled by the Association. Each Owner acknowledges that full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to or upon the Owner executing a contract to purchase a Lot and each Owner has, or was afforded the opportunity to, consult with an attorney.

BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES AND ACKNOWLEDGES THE CLUB OPERATIONS AND CLUB PROPERTY ARE NON-RESIDENTIAL USES INTENDED BY CLUB OWNER AS COMMERCIAL USES WITH THE INTENTION OF GENERATING A PROFIT TO THE CLUB OWNER. AS SUCH, AND SPECIFICALLY BECAUSE THE CLUB PROPERTY IS A COMMERCIAL PARCEL AND THE CLUB OPERATIONS ARE COMMERCIAL USES, CHAPTER 720, FLORIDA STATUTES, AS MAY BE SUBSEQUENTLY AMENDED, DOES NOT APPLY TO THE CLUB OPERATIONS, THE CLUB OWNER OR THE CLUB PROPERTY, EXCEPT ONLY WITH RESPECT TO THE FINANCIAL DISCLOSURE REQUIREMENTS EXPRESSLY STATED IN SECTION 720.3086, FLORIDA STATUTES (2017).

2.4 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to or upon that Owner executing a contract to purchase a Lot and each Owner has, or was afforded the opportunity to, consult with an attorney. Without limitation of the foregoing, each Member, on their own behalf and on behalf of any Family, Guest or Lessee, is hereby deemed to acknowledge and agree to use due care in and around the Club Property as well as in participating in any activities in and around the Club Property, and accept the following inherent risks associated with the Club Property, including without limitation, the Club Facilities:

2.4.1 maintenance of the Club Facilities may begin early in the morning and extend late into the evening. Such maintenance may require use of chemicals and may produce

adverse effects such as additional noise generated from the various equipment used for such maintenance;

2.4.2 private events, parties and other celebrations may be held at the Club Property which could produce additional visual, auditory other disturbances from traffic, bands or music playing, installation and use of party tents, and other related activities;

2.4.3 Members may experience a loss of privacy resulting from proximity of Homes to the Club Property and use of the Club Facilities by Members and non-Members; and

2.4.4 injuries or drowning may result from intentional or unintentional use or contact with the Club Property including without limitation injury resulting from tripping or falling over obstacles, unsupervised swimming, diving or collision with other swimmers and loss of life or property could occur.

NONE OF THE DECLARANT, THE CLUB OWNER, LENNAR, BUILDERS OR THE ASSOCIATION, OR ANY AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, REPRESENTATIVES, RECEIVERS, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, AND ASSIGNS OF ANY SUCH PARTIES SHALL IN ANY WAY WHATSOEVER BE RESPONSIBLE FOR ANY CLAIMS, DAMAGES, LOSSES, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS OR CAUSES OF ACTION WHATSOEVER, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE CLUB FACILITIES BY MEMBERS, NON-MEMBERS, FAMILY, GUESTS, LESSEES OR ANY OTHER PERSON.

2.5 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club Property or Club Owner in favor of the Association or Members but, rather, grant Members a non-exclusive license to use the Club Facilities subject to full compliance with all obligations imposed by this Club Plan and the other Club Documents.

3. Use and Development of the Club Property.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property at any time by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Lot, may cause an increase or decrease in Club Expenses. Upon such removal by the Club Owner of portions of the Club Property, the Club Owner shall have the right to sell, rent, lease or otherwise transfer interests in such removed Club Property, including without limitation the Club Facilities, to other persons or entities, as determined by Club Owner and upon such terms and conditions as are determined by Club Owner.

3.2 Club Facilities. Club Owner intends to construct certain club facilities on the Club Property (the "**Club Facilities**") that will be and shall remain the property of Club Owner, subject only to the provisions herein, including without limitation, the Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, remove from, alter, and modify the Club Facilities at any time subject to the provisions hereof. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DESCRIPTION OF "CLUB FACILITIES" AS SET FORTH IN THIS CLUB PLAN IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE CLUB OWNER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE CLUB FACILITIES THAT WILL BE A PART OF THE CLUB.

3.3 Construction and Use of the Club Facilities. Club Owner will improve the Club Property with the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club Facilities and related improvements, and make any additions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent and without payment for utilities, maintain leasing and/or sales offices (for sales and re-sales of Lots), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Lots;

3.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club Facilities or any other improvements located within MEDLEY AT SOUTHSORE BAY;

3.3.5 post, display, inscribe or affix to the exterior of the Club Property and Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of MEDLEY AT SOUTHSORE BAY including, without limitation, the sale of Lots;

3.3.6 conduct whatever commercial activities within the Club Property deemed necessary, convenient, profitable and/or appropriate by Club Owner;

3.3.7 develop, operate and maintain the Club Facilities and Club Property as deemed necessary or convenient, in its sole and absolute discretion; and

3.3.8 conduct all activities that, in the sole opinion of Club Owner, are necessary or convenient for the development, operation and sale of the Club Facilities, Club Property or any lands or improvements therein.

3.4 Changes. Club Owner reserves the absolute right in Club Owner's sole and absolute discretion to, from time to time, alter or change the Club Facilities, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

3.5 Commercial Space. It is possible that portions of the Club Property, including, without limitation, the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club Property. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by anyone other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Expenses or the Club Dues payable by Owners.

3.6 Interim Facilities. Club Owner shall have the right to provide Members access to interim facilities (the "Interim Club Facilities") for use by Members during the construction of the Club Facilities.

The Interim Club Facilities may be owned by Club Owner or an affiliated entity of Club Owner. The Interim Club Facilities shall be of comparable type and quality to the Club Facilities intended for the Club. Club Owner agrees that Members shall not be obligated to pay Club Dues until the Interim Club Facilities are made available to the Members. There shall be no abatement of Club Dues payable by Members during such time as the Club Facilities are under construction so long as the Interim Club Facilities are made available to Members at no extra charge.

3.7 Limitations Upon Use of Club Facilities. Without limiting any other rights of Club Owner or any other provision of this Club Plan, each Member acknowledges that Club Owner shall have the following rights with respect to the Club Facilities:

3.7.1 To allow public use of the Club Facilities on such terms as conditions as may be established by the Club Owner in its sole and absolute discretion;

3.7.2 To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, cabana, or other facility on the Club Property to Members and non-Members;

3.7.3 To charge any admission, use, or other fee for use of any Club Facilities by Members and/or non-Members as the Club Owner may deem appropriate;

3.7.4 To suspend a Member's right to use Club Facilities for the period during which any Assessment charged by the Association remains unpaid and past due;

3.7.5 To suspend a Member's right to use Club Facilities for the period during which any Club Dues remain unpaid and past due and for a reasonable period during or after any infraction of the Club Documents;

3.7.6 To dedicate or transfer all or any part of the Club Property to any governmental agency, public authority, or utility;

3.7.7 To grant easements over, across or through the Club Property;

3.7.8 To permit Persons who are not Members to use the Club Facilities, including the right of Club Owner to hold special events at the Club Property, and to allow non-Members to attend events and otherwise participate in activities at the Club Property;

3.7.9 To borrow money as may be necessary to exercise any of the Club Owner's powers, including without limitation, improvement or expansion of the Club Property, and may mortgage the Club Property, grant a security interest in the Club Dues or take other actions necessary to secure the repayment of such money;

3.7.10 To take such steps as are reasonably necessary to protect the Club Facilities;

3.7.11 To close or restrict access to all or any portion of the Club Facilities, for limited periods of time to conduct maintenance, special events, parties or celebrations, including without limitation those intended primarily to benefit the selling of Lots in MEDLEY AT SOUTHSORE BAY;

3.7.12 To regulate parking and traffic at the Club Property and designate or modify all Parking Areas;

3.7.13 To dedicate or transfer ownership or control of all or any part of the Club Property to any governmental agency, public authority, or utility, or to the Association;

3.7.14 To execute all documents and take such actions and do such acts affecting the Club Facilities, which, in Club Owner's sole discretion, are desirable or necessary to facilitate development, construction, sales, and marketing of any portion of MEDLEY AT SOUTHSORE BAY; and

3.7.15 To take all other actions with respect to operation, management and control of the Club Facilities deemed necessary by the Club Owner in its sole and absolute discretion.

3.8 Interference with Club. No Member or such Member's Family or Guest, or any other person or entity, shall in any way interfere with the development, operation, use, marketing or sale of the Club Facilities, Club Property or any lands or improvements therein by Club Owner or Club Manager. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS WITH RESPECT TO THE CLUB MAY IMPACT THE VALUE OF HOMES AND/OR LOTS IN MEDLEY AT SOUTHSORE BAY; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS ON OR ABOUT THE CLUB PROPERTY IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE CLUB AND THE HOMES AND/OR LOTS IN MEDLEY AT SOUTHSORE BAY.

4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be the record title owner of a Home. If a Lot is owned by a corporation, trust or other legal entity, or is owned by more than one Family, then the Owner(s) collectively shall designate up to one (1) natural person residing in the Home who will be the Member of the Club with respect to such Lot. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or other Members, except as and when permitted by Club Owner. Use rights in the Club Facilities for each Member shall be limited to the natural persons comprising a "Family."

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club Facilities available to individuals, persons, firms or corporations other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club Facilities who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan. Club Owner shall have the right to determine from time to time, and at any time, in the Club Owner's sole absolute discretion, the manner in which the Club Facilities will be made available to the public and the fees and charges that may be charged for such public use.

4.3 Subordination. This Club Plan and the rights of Members to use the Club is and shall be subject and subordinate to: (i) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (ii) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. The Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club Property by Club Owner. The Club Property and Club Facilities shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club Property, or any portion thereof, to any person or entity in its sole and absolute discretion at any time.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Lots. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Lot is in accordance with the Club Plan and the Club Membership Fee Schedule applicable to such Lot.

5.4 Option of Club Owner. In Club Owner's sole discretion, Club Owner shall have the option to transfer the Club to the Association so that it will be under the complete control of the Owners in the event of such transfer.

5.5 Association's Option to Purchase the Club. On such date that is two (2) years after the Community Completion Date, or earlier at the Club Owner's sole discretion which shall be exercised by written notice to the Association (the "**Option Date**"), the Association shall have the option to purchase the Club from Club Owner (the "**Purchase Option**") for an amount (the "**Purchase Price**") resulting from the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs (assuming the Purchase Option was not exercised). If the Association does not exercise the Purchase Option within ninety (90) days after the Option Date, the Association's option to purchase the Club shall terminate, be null and void and the Association no longer shall have the right to exercise the Purchase Option. This Purchase Option may be exercised by a resolution of the majority of the Board of Association, without the joinder of any Owner or any other person or entity. Such Purchase Option shall be exercised by written notice (the "**Option Notice**") to Club Owner signed by a majority of the Board in the form attached hereto as **Exhibit E**, which Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to this Club Plan):

LEN-SOUTHSHORE BAY, LLC
c/o Lennar Homes, LLC
700 N.W. 107th Avenue
Miami, Florida 33172
Attention: Legal Department

With a copy to:

LEN-SOUTHSHORE BAY, LLC
c/o Lennar Homes, LLC
4600 Cypress Street, Suite 200
Tampa, Florida 33607
Attention: Division President

The Option Notice shall be irrevocable once signed by a majority of the Board. Club Owner shall convey the Club to the Association within sixty (60) days of Club Owner's receipt of the Option Notice. The conveyance of the Club shall occur in accordance with the terms as set forth in the Agreement for Sale and Purchase by and between Club Owner and the Association which shall be in substantially the form attached hereto as **Exhibit F**.

5.6 Documentation of Transfer.

5.6.1 Documentation from Club Owner. At the time that the Club is transferred to the Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an assignment of any alcoholic beverage license used in connection with the Club

(subject to all state requirements for such transfer), if any, an owner's title insurance policy respecting the Club Property at Association's sole cost and expense, a closing statement and all affidavits and other documents required by the title insurance company to effect the transfer of the Club Property.

5.6.2 Documentation from Association. At the time that the Club is transferred to the Association, the Association shall be obligated to deliver the following: the Purchase Price, all costs to effectuate the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, the costs of any closing agent or escrow agent conducting such closing as chosen by Club Owner in its sole discretion; and the costs of preparing all closing documentation; a closing statement; a general release in the form attached hereto as **Exhibit C**; and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. The Association shall be responsible for arranging for all purchase money financing and paying costs associated therewith.

5.7 Transfer of Control. The conveyance of the Club Property, or any portion thereof, shall be subject to all 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 Club. The Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. The Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. The Association shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). THE CLUB PROPERTY, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

5.8 Ambiguities/Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding absent manifest error. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, the Purchase Option, or any other aspect of the transfer of the Club to the Association, the Association shall bear all legal expenses of both the Association and Club Owner including, without limitation, all attorneys' fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

5.9 Early Purchase. The majority of the Board, without the joinder of any Owner or any other person or entity, may make an earlier offer to purchase the Club from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to the Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by the Association.

6. Club Dues. In consideration of the Club Owner providing for use of the Club Property by the Owners, each Owner by acceptance of a deed to a Lot shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein and in the other Club Documents. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require payment in advance on a yearly or quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole and absolute discretion.

6.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. All Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without

deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Lots anticipated to be subject to the obligation to pay Club Expenses in the upcoming period covered by the annual budget, or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the total number of Lots subject to the obligation to pay Club Expenses.

6.2 Club Membership Fee. Each Owner shall pay monthly in advance (or other payment period designated by Club Owner) as part of the Club Dues, without setoff or deduction, to Club Owner, or its designee, the club membership fee (the "**Club Membership Fee**") set forth in the Club Membership Fee Schedule attached hereto as **Exhibit D** (the "**Club Membership Fee Schedule**"). The Club Membership Fee shall be in addition to each Owner's obligation to pay its pro rata portion of the Club Expenses.

6.3 Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

6.4 Perpetual. Each Owner's obligation to pay Club Dues shall be perpetual regardless of whether such Owner's Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.5 Individual Lots. Owners of individual Lots shall pay Club Dues for one membership per month per Lot. If an Owner owns more than one Lot, Club Dues are payable for each and every Lot owned by such Owner.

6.6 Excuse or Postponement. Club Owner may excuse or postpone the payment of Club Dues in its sole and absolute discretion.

6.7 Club Owner's Obligation. Under no circumstances shall Club Owner be required to pay Club Dues. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Lots greater than those owned by Owners, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners, if any.

6.8 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one (1) or more Members (but less than all Members) are subject, such as, costs of special services or facilities provided to a Member relating to the special use of the Club Facilities or tickets for shows, special events, or performances held in the Club Facilities. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices, if any. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Members. For those programs or events, if any, for which tickets are sold, Club Owner shall determine how to distribute any such tickets in its sole and absolute discretion.

6.9 Additional Club Dues. If an Owner, his or her Guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club Property, or cause damage to any part of the Club Property, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.10 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee and each Owner's pro rata portion of the Club Expenses, shall

commence as to each Owner on the day of the conveyance of title of a Lot to an Owner. Notwithstanding the foregoing, no Owner shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities) unless the Interim Club Facilities are made available to Owners as provided in Section 3.6 of this Club Plan. In the event that Interim Club Facilities are made available to Owners, then Club Dues shall commence upon the first day of the calendar month upon which the Interim Club Facilities can be used by Owners.

6.11 Time Is of Essence. Timely payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.12 Obligation to Pay Real Estate Taxes and Other Expenses. Each Owner shall pay all taxes, charges, Assessments and obligations relating to his or her Lot which if not paid, could become a lien against the Lot which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, charges, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

6.13 Initial Budget. The initial budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Dues. It is not intended that any third party rely on any budget in electing to purchase a Lot. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Club may be different once historical figures are known. Projections in budgets are an effort to provide some information regarding future Club Expenses. Budgets may not take inflation into account. Because there is no history of operation, it is impossible to predict actual Club Expenses until after the Club begins operation.

6.14 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Lots. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Lot is in accordance with this Club Plan and any Club Membership Fee Schedule applicable to such Lot.

7. Club Contributions.

7.1 Initial Club Contribution. There shall be collected from such person or entity purchasing a Lot from a Builder, at the time of closing, an initial contribution (the "**Initial Club Contribution**") in the amount of Three Hundred and No/100 Dollars (\$300.00) per Lot. Each Initial Club Contribution shall be transferred to Club Owner at the time of closing. Initial Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Initial Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Initial Club Contributions in its sole and absolute discretion.

7.2 Resale Club Contributions. After the Home has been conveyed by a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to Three Hundred and No/100 Dollars (\$300.00) (the "**Resale Club Contribution**"). Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Resale Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive the Resale Club Contributions in its sole and absolute discretion.

8. Determination of Club Expenses.

8.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

8.2 Adoption of Budget. Club Dues shall be established by the adoption of a projected operating budget (the "**Budget**"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

8.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing; or (iii) the remaining Club Dues shall be adjusted to reflect such deficit or surplus.

8.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

8.5 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

8.6 Statement of Account Status. Within fourteen (14) days after receipt of a written demand by any Owner, Club Owner or Club Manager shall cause to be furnished to such Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

8.7 Collection. Club Owner shall determine from time to time the method by which Club Dues, Special Use Fees and any other amounts due to Club Owner shall be collected.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner, by acceptance of a deed to a Lot, shall be deemed to have covenanted and agreed that the Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Lot and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded in the Public Records. The Claim of Lien shall also cover any additional amounts that accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity who was the record title owner of the Lot at the time when the charge or fee became due, as well as such person's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in the lease to the contrary. Further, the lien created by this Section is superior to the Association's lien for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right, in its sole and absolute discretion, to designate who shall collect Club Expenses, Special Use Fees, and/or Club Membership Fees. The Club Owner may, but shall not be obligated, to designate the Association as the collection agent for Club Expenses, Special Use Fees, and/or Club Membership Fees.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to 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 Club Claim of Lien 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 deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Club Dues that became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2017) as if such Club Dues were Association Assessments; provided, however, Club Dues shall in no manner be deemed "assessments" subject to the provisions of Chapter 720, Florida Statutes. However, any such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Club Expenses. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, or the Lot from, the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Club Owner makes such payment on behalf of an Owner, Club Owner 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 an Owner pursuant to this Section shall be added to Club Dues payable by such Owner with appropriate interest.

9.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may, in Club Owner's sole and absolute discretion, accelerate the Club Dues for the next ensuing twelve (12) month period and for twelve (12) months from each subsequent delinquency.

9.5 Non-Payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action.

9.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Home.

9.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

9.8 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Club Dues, the Club Owner may demand from the Lessee payment to the Club Owner of all monetary obligations, including without limitation, Club Dues due from the Owner to the Club Owner. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Club Owner and shall be credited to the monetary obligations of the Owner to the Club Owner; provided,

however, if within fourteen (14) days from the written demand of the Club Owner, the Lessee provides the Club Owner 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.

10. Operations.

10.1 Control. The Club Property shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club Property to a third party as Club Manager, if ever, as hereinafter provided.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Lots, may enforce the Club Rules and Regulations, and prepare the Budget for the Club.

11. Paramount Right of Association. Subject to approval by the Club Owner, Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a location designated by the Club Owner within the Club Facilities visible to all Club Members without charge.

12. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner and/or the Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club Facilities. Each Member and other persons entitled to use the Club Facilities shall comply with following general restrictions:

14.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center, if any) without adult supervision. Minors under sixteen (16) years of age are not permitted to use the Club Facilities without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision only if such minor's parent or legal guardian releases Club Owner from all liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center, if any. The Member responsible for such minor's use of the Club Facilities is responsible for the actions and safety of such minor and any damages to the Club Facilities caused by such minor. Club Owner is not liable and specifically disclaims liability for the actions of such minors.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member and his or her Family or Guest, and the

personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club Property or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club Owner is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities or any other part of the Club Property. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Property assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored anywhere within the Club Property. No trailers or boats may be parked on the Club Property at any time.

14.4 Activities. Any Member, Family, Guest 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 Club Owner, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Property, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club Property, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by any Member or such Member's Family or Guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fundraising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture belonging within the Club Property shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. Each Member, Family, Guest or other person who, in any manner, makes use of, or accepts the use of the Club Property, or any portion thereof, agrees to indemnify and hold harmless Club Owner, its 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 ("**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 such Member's use of the Club Property, including, without limitation, use of the Club Facilities by Members and their Family or Guests, or the interpretation of this Club Plan, and/or the Club Rules and Regulations and/or from any act or omission of the Club Owner or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club Owner's insurance policies.

14.7 Attorneys' Fees. Should any Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the 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.

14.8 Unrecorded Rules. Club Owner may elect, in Club Owner's sole and absolute discretion, to adopt rules and regulations ("**Club Rules and Regulations**") from time to time. Such Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club Owner and become familiar with the same. Such Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

14.9 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Club Rules and Regulations to one or more Owners, Lessees, Guests, Family, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

15. Violation of the Club Rules and Regulations.

15.1 Basis for Suspension. The membership rights of a Member may be suspended by Club

Owner if, in the sole judgment of Club Owner:

- 15.1.1 such person is not an Owner or a Lessee;
- 15.1.2 the Member violates one or more of the Club Rules and Regulations;
- 15.1.3 a Guest or other person for whom a Member is responsible violates one or more of the Club Rules and Regulations;
- 15.1.4 an Owner fails to pay Club Dues or Assessments in a proper and timely manner; or
- 15.1.5 a Member, Family, and/or Guest has injured, harmed or threatened to injure or harm any person within the Club Property, or harmed, destroyed or stolen any personal property within the Club Property, whether belonging to an Owner, third party or to Club Owner.

15.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Owner may suspend the rights of a particular Member or Club Owner may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due are paid in full.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club Facilities; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club Facilities in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan and the provisions of the Declaration relating to the Club by document recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club Property on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club Property, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. Neither the Association nor any Owner shall be entitled to cancel this Club Plan or receive any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

18. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club Property, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club Property be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club Property so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the Club Facilities, or to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling of the Club Facilities.

19. Additional Indemnification of Club Owner. The Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Club Owner, its respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors 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, Club Property, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, counsel fees, 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 indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

20. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or Lender of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. The Association's failure to deliver such statement within such time shall be conclusive evidence: (x) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; (y) that there are no uncured defaults; and (z) that the Club Dues have been paid as stated by Club Owner.

21. No Waiver. The election of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

22. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

23. Resolution of Disputes.

23.1 By acceptance of a deed to a Lot, each Member specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. **"Disputes"** (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Club Plan or any dealings between a Member and the Club Owner; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Club Owner or Club Owner's representative; (3) relating to personal injury or property damage alleged to have been sustained by the Member, the Member's children or other occupants of the Home; or (4) issues of formation, validity or enforceability of this Section 23. Each Member agrees to the foregoing on behalf of his or her children and other occupants of the Home with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

23.2 Any and all mediations commenced by any Member or Club Owner shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

23.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Member and the Club Owner, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

23.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Member specifically agrees (i) that any Dispute involving Club Owner's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Club Owner may, at its sole election, include Club Owner's contractors,

subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

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

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

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

23.8 Club Owner supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

23.8.1 Notwithstanding the requirements of arbitration stated in this Section 23, each Member shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

23.8.2 Club Owner agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

23.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

23.9 Notwithstanding the foregoing, if either Club Owner or a Member seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

23.10 CLUB OWNER AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING

RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS CLUB OWNER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 23.4 ABOVE.

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

25. Release. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS THE RESPONSIBILITY, AND HAS BEEN PROVIDED THE OPPORTUNITY, TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A LOT, EACH MEMBER ACKNOWLEDGES THAT THEY HAVE SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS 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 THAT A MEMBER MAY HAVE IN THE FUTURE, OR THAT ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF MEMBER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, 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.

26. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Club Owner unless such amendment receives the prior written consent of Club Owner which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may elect, in Club Owner's sole and absolute discretion, to terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of MEDLEY AT SOUTHSORE BAY to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of MEDLEY AT SOUTHSORE BAY from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Lot's Club Membership Fee that shall be imposed from time to time.

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

28. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

29. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist and are effective on the date the Club Plan was recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof

31. Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and the Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, the Association shall bear all legal expenses of both the Association and Club Owner including, without limitation, all attorneys' fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 7 day of May, 2018.

WITNESSES:

"CLUB OWNER"

LEN-SOUTHSHORE BAY, LLC, a Florida limited liability company

By: LENNAR HOMES, LLC, a Florida limited liability company, its sole Member.

Linda Tower
Print Name: Linda Tower

By: [Signature]
Name: Marvin L. Metheny, Jr.
Title: Vice President

[Signature]
Print Name: Laura E. Kelly

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7 day of May, 2018, by Marvin L. Metheny, Jr., as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, the sole Member of LEN-SOUTHSHORE BAY, LLC, a Florida limited liability company. He [is personally known to me] [has produced _____ as identification].

My commission expires:



Kathy A Deml
NOTARY PUBLIC, State of Florida at Large
Print Name: Kathy A Deml

JOINDER


DUNE FL LAND I SUB LLC, a Delaware limited liability company ("**Declarant**") does hereby join in the CLUB PLAN FOR MEDLEY AT SOUTHSORE BAY (the "**Club Plan**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Declarant agrees this Joinder is for the purpose of subjecting any lands within MEDLEY AT SOUTHSORE BAY (as defined in the Club Plan) owned by Declarant to the Club Plan and for evidencing Declarant's acceptance of the rights and obligations provided in the Club Plan.

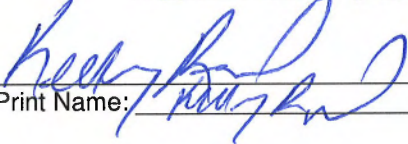
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29th day of May, 2018.

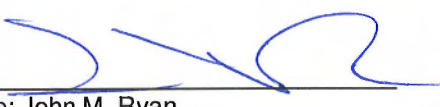
WITNESSES:

"DECLARANT"

DUNE FL LAND I SUB, LLC, a Delaware limited liability company


Print Name: Lauren Parsons

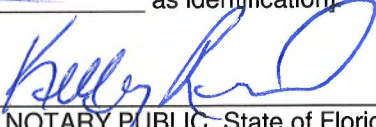

Print Name: Kelly Remmel

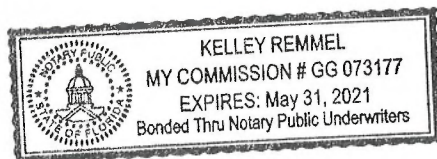
By: 
Name: John M. Ryan
Title: Manager

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29 day of May, 2018, by John M. Ryan, as Manager of DUNE FL LAND I SUB, LLC, a Delaware limited liability company. He [is personally known to me] [has produced as identification]

My commission expires: 6/21/21


NOTARY PUBLIC, State of Florida at Large
Print Name: Kelly Remmel



JOINDER

DUNE FB DEBT LLC, a Delaware limited liability company ("**Declarant**") does hereby join in the CLUB PLAN FOR MEDLEY AT SOUTHSORE BAY (the "**Club Plan**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Declarant agrees this Joinder is for the purpose of subjecting any lands within MEDLEY AT SOUTHSORE BAY (as defined in the Club Plan) owned by Declarant to the Club Plan and for evidencing Declarant's acceptance of the rights and obligations provided in the Club Plan.

IN WITNESS WHEREOF, the undersigned have executed this Joinder on this 24 day of May, 2018.

WITNESSES:

"DECLARANT"

DUNE FB DEBT LLC, a Delaware limited liability company

Lauren Parsons
Print Name: Lauren Parsons
Kelly Remmel
Print Name: Kelly Remmel

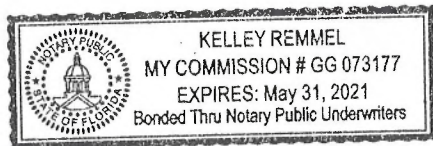
By: [Signature]
Name: John M. Ryan
Title: Manager

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 24 day of May, 2018, by John M. Ryan, as Manager of DUNE FB DEBT LLC, a Delaware limited liability company. He [is personally known to me] [has produced _____ as identification].

My commission expires: 5/31/21

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Kelly Remmel



JOINDER

LENNAR HOMES, LLC, a Florida limited liability company ("Lennar") does hereby join in the CLUB PLAN FOR MEDLEY AT SOUTHSORE BAY (the "Club Plan"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Lennar agrees this Joinder is for the purpose of subjecting any lands within MEDLEY AT SOUTHSORE BAY (as defined in the Club Plan) owned by Lennar to the Club Plan and for evidencing Lennar's acceptance of the rights and obligations provided in the Club Plan.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7 day of May, 2018.

WITNESSES:

"LENNAR"

LENNAR HOMES, LLC, a Florida limited liability company

By: _____

Name: Marvin L. Metheny Jr.

Title: Vice President

Linda Towel
Print Name: Linda Towel

[Signature]
Print Name: [Signature]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7 day of May, 2018, by Marvin L. Metheny, Jr., as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] [has produced _____ as identification].

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: Kathy A Deml

JOINDER

The MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the this CLUB PLAN FOR MEDLEY AT SOUTHSORE BAY (this "**Club Plan**"), 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 Club Plan and does not affect the validity of this Club Plan as the Association has no right to approve this Club Plan.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7 day of May, 2018.

WITNESSES:

"ASSOCIATION"

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Linda Tower
Print Name: Linda Tower

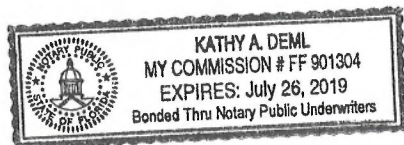
By: Kelly Evans
Name: Kelly Evans
Title: President

Larry G. Kelly
Print Name: Larry G. Kelly

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7 day of May, 2018, by Kelly Evans, as President of MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:



Kathy A. Deml
NOTARY PUBLIC, State of Florida at Large
Print Name: Kathy A. Deml

EXHIBIT A

LEGAL DESCRIPTION

INITIAL CLUB PROPERTY

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 00°36'39" E, ALONG THE EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 583.03 FEET; THENCE S 89°23'43" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 15.00 OF TRACT 1 LYING IN THE NORTHEAST 1/4 OF SAID SECTION 17 OF SAID PLAT OF DAVIS & DOWDELL ADDITION AND THE POINT OF BEGINNING; THENCE S 00° 35' 51" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 412.47 FEET; THENCE S 89° 24' 08" W, LEAVING SAID BOUNDARY, A DISTANCE OF 347.33 FEET; THENCE N 00° 13' 55" E, A DISTANCE OF 15.00 FEET; THENCE S 89° 24' 08" W, A DISTANCE OF 125.46 FEET; THENCE N 03° 38' 54" W, A DISTANCE OF 339.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.26 FEET AND A CHORD WHICH BEARS N 39° 33' 51" E, A DISTANCE OF 38.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.70 FEET TO THE END OF SAID CURVE; THENCE N 89° 24' 08" E, A DISTANCE OF 218.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS N 63° 15' 19" E, A DISTANCE OF 66.10 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 68.45 FEET TO THE END OF SAID CURVE; THENCE N 89° 23' 43" E, A DISTANCE OF 187.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION

MEDLEY AT SOUTHSORE BAY

A PARCEL OF LAND LYING IN SECTION 8 AND SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 88°00'03" W, ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 30.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF WEST LAKE DRIVE AS DEDICATED IN OFFICIAL RECORDS BOOK 669, PAGE 506 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE S 00°36'39" E, ALONG SAID WEST RIGHT-OF-WAY AND THE EAST BOUNDARY OF THE WEST 15 FEET OF TRACTS 1, 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 2693.70 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 17. SAID POINT ALSO ON THE CENTERLINE OF A 30 FOOT ROAD RIGHT-OF-WAY AS DEDICATED PER SAID DAVIS & DOWDELL ADDITION; THENCE S 89°38'58" W, ALONG SAID CENTERLINE AND NORTH BOUNDARY, A DISTANCE OF 634.34 FEET TO THE TERMINUS OF SAID RIGHT-OF-WAY; THENCE S 00°40'41" E, A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF TRACT 1 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°40'41" E, ALONG THE WEST BOUNDARY OF SAID TRACT 1, A DISTANCE OF 663.62 FEET; THENCE N 89°44'24" E, ALONG THE SOUTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 633.56 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 15 FEET OF TRACTS 8, 9, AND 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S 00°36'42" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 1988.85 FEET A POINT ON THE NORTH BOUNDARY OF THE SOUTH 35 FEET OF TRACTS 13 THROUGH 16 OF SAID DAVIS & DOWDELL ADDITION LYING WITHIN THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE N 89°59'14" W, ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1990.05 FEET; THENCE N 00°30'00" W, LEAVING SAID NORTH BOUNDARY, A DISTANCE OF 302.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1243.00 FEET AND A CHORD WHICH BEARS N 05°15'00" W, A DISTANCE OF 205.86 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 206.10 FEET TO A POINT OF TANGENCY; THENCE N 10°00'00" W, A DISTANCE OF 1746.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1057.00 FEET AND A CHORD WHICH BEARS N 00°03'22" W, A DISTANCE OF 365.06 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 366.90 FEET TO A POINT OF TANGENCY; THENCE N 09°53'17" E, A DISTANCE OF 16.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1112.00 FEET AND A CHORD WHICH BEARS N 29°34'42" E, A DISTANCE OF 749.34 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 764.30 FEET TO A POINT OF TANGENCY; THENCE N 49°16'07" E, A DISTANCE OF 359.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 35°25'44" E, A DISTANCE OF 570.75 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 576.34 FEET TO A POINT OF TANGENCY; THENCE N 21°35'21" E, A DISTANCE OF 653.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1193.00 FEET AND A CHORD WHICH BEARS N 02°45'41" W, A DISTANCE OF 983.79 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1014.05 FEET TO A POINT OF TANGENCY; THENCE N 27°06'43" W, A DISTANCE OF 433.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE

MEDLEY AT SOUTHSORE BAY CLUB PLAN

NORTHEASTERLY, HAVING A RADIUS OF 1107.00 FEET AND A CHORD WHICH BEARS N 24°47'43" W, A DISTANCE OF 89.50 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 89.53 FEET; THENCE N 65°08'01" E, ALONG A NON-RADIAL LINE, A DISTANCE OF 10.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 32.00 FEET AND A CHORD WHICH BEARS N 25°06'12" E, A DISTANCE OF 46.68 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 52.31 FEET TO A POINT OF TANGENCY; THENCE N 71°56'17" E, A DISTANCE OF 13.10 FEET; THENCE N 18°03'43" W, A DISTANCE OF 100.00 FEET; THENCE S 71°56'17" W, A DISTANCE OF 11.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 22.00 FEET AND A CHORD WHICH BEARS N 61°07'13" W, A DISTANCE OF 32.15 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 36.05 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1085.00 FEET AND A CHORD WHICH BEARS N 11°24'19" W, A DISTANCE OF 104.99 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 105.03 FEET TO A POINT OF TANGENCY; THENCE N 08°37'56" W, A DISTANCE OF 3.51 FEET; THENCE N 89°16'49" E, A DISTANCE OF 45.17 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE N 88°10'12" E, A DISTANCE OF 1303.85 FEET TO THE WEST BOUNDARY OF THE EAST 30 FEET OF DEED PER OFFICIAL RECORDS BOOK 7809, PAGE 849 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE S 01°33'55" E, 30 FEET WEST AND PARALLEL WITH THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 962.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 00°36'39" E, ALONG THE EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 583.03 FEET; THENCE S 89°23'43" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 15.00 OF TRACT 1 LYING IN THE NORTHEAST 1/4 OF SAID SECTION 17 OF SAID PLAT OF DAVIS & DOWDELL ADDITION AND THE POINT OF BEGINNING; THENCE S 00° 35' 51" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 412.47 FEET; THENCE S 89° 24' 08" W, LEAVING SAID BOUNDARY, A DISTANCE OF 347.33 FEET; THENCE N 00° 13' 55" E, A DISTANCE OF 15.00 FEET; THENCE S 89° 24' 08" W, A DISTANCE OF 125.46 FEET; THENCE N 03° 38' 54" W, A DISTANCE OF 339.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.26 FEET AND A CHORD WHICH BEARS N 39° 33' 51" E, A DISTANCE OF 38.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.70 FEET TO THE END OF SAID CURVE; THENCE N 89° 24' 08" E, A DISTANCE OF 218.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS N 63° 15' 19" E, A DISTANCE OF 66.10 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 68.45 FEET TO THE END OF SAID CURVE; THENCE N 89° 23' 43" E, A DISTANCE OF 187.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a not-for-profit corporation (the "**Releasor**"), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration, received from or on behalf of LEN-SOUTHSORE BAY, LLC, a Florida limited liability company (the "**Releasee**"), the mailing address of which is _____, the receipt whereof is hereby acknowledged.

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "**Releasee's Affiliates**") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, to (a) the property described on **Exhibit A** hereto, or the improvements thereon (collectively, the "**Property**"), or (b) any occurrences, circumstances, and/or documentation (e.g., the Club Plan) whatsoever, relating to the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "**Closing**"), except (i) representations of Releasee in that certain Agreement for Sale and Purchase of Property dated _____, 20____ between Releasor and Releasee which survive the Closing, (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing, and (iii) personal injury claims respecting the Property occurring prior to Closing.

**(ADDITIONAL TEXT, SIGNATURES AND ACKNOWLEDGEMENTS
APPEAR ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

WITNESSES:

“BUYER”

MEDLEY AT SOUTHSORE BAY COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____, 20____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, as President of MEDLEY AT SOUTHSORE BAY COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [] is
personally known to me or [] has produced _____ as
identification.

[NOTARIAL SEAL]

Name: _____

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT D

CLUB MEMBERSHIP FEE SCHEDULE

YEAR	Monthly Payment *
2018	\$36.00
2019	\$38.00
2020	\$40.00
2021	\$42.00
2022	\$44.00
2023	\$46.00
2024	\$48.00

* plus applicable sales tax

From 2024 and thereafter, MEDLEY at Southshore Bay Club Membership Fees shall be determined by the Club Owner.

THIS CLUB MEMBERSHIP FEE SCHEDULE ONLY REFERS TO THE CLUB MEMBERSHIP FEE. IN ADDITION TO THE CLUB MEMBERSHIP FEE, MEMBERS ARE REQUIRED TO PAY CLUB DUES FOR CLUB EXPENSES AS MORE PARTICULARLY SET FORTH IN SECTION 6 OF THE CLUB PLAN.

EXHIBIT E

OPTION NOTICE

IRREVOCABLE OPTION NOTICE

The Board of Directors of MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Board**") hereby provides Club Owner (as defined in that certain Club Plan recorded in Official Records Book ____ Page ____ of the Public Records of Hillsborough County, Florida) with notice of its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan. Attached hereto as **Schedule 1** is a resolution executed by the majority of the Board approving this Irrevocable Option Notice.

The undersigned Board has executed this Irrevocable Option Notice on this ____ day of _____, 20__.

Name: _____
Director

Name: _____
Director

Name: _____
Director

Schedule 1

**MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC.,
a Florida not-for-profit corporation
(THE "ASSOCIATION")**

**ACTION BY THE BOARD OF DIRECTORS OF THE ASSOCIATION
WITHOUT A MEETING**

The undersigned Board of Directors of the Association do hereby consent to and approve the following actions:

WHEREAS, the Board of Directors hereby acknowledges and agrees that it is in the best interest of the Association to purchase the Club (as defined in that certain Club Plan recorded in Official Records Book ____ of ____ of the Public Records of Hillsborough County, Florida); and

WHEREAS, the Board of Directors hereby agrees to provide Club Owner (as defined in the Club Plan) with the Option Notice (as defined in the Club Plan) in order to evidence its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors by unanimous consent hereby approves the purchase of the Club and the giving of the Option Notice to Club Owner.

Effective: _____

Name: _____
Director

Name: _____
Director

Name: _____
Director

EXHIBIT F

AGREEMENT FOR SALE AND PURCHASE

Exhibit F

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY
MEDLEY CLUB AT SOUTHSORE BAY

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AGREEMENT FOR SALE AND PURCHASE OF PROPERTY
MEDLEY CLUB AT SOUTHSORE BAY

This Agreement for Sale and Purchase of Property MEDLEY CLUB AT SOUTHSORE BAY (this "**Agreement**") is among LEN-SOUTHSORE BAY, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("**Seller**"), and MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("**Buyer**").

RECITALS:

A. Seller is the owner of the fee simple estate in the Land (hereinafter defined) which is comprised of the Club;

B. Seller executed MEDLEY AT SOUTHSORE BAY CLUB PLAN dated May ____, 2018 recorded in O.R. Book ____, Page ____, public records of Hillsborough County, Florida (the "**Club Plan**");

C. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the Club on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

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

2. **Defined Terms**. All initially capitalized terms not defined herein shall have the meanings set forth in the Club Plan. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"Acceptable Encumbrances" shall have the meaning set forth in Section 5.1 hereof.

"Agreement" shall have the meaning set forth in the initial sentence hereof.

"Business Day" means any day on which business is conducted by national banking institutions in the County.

"Closing" shall mean the execution and delivery of the Special Warranty Deed and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price and execution and delivery by Buyer of all documents to be executed by Buyer at Closing.

"Closing Date" shall have the meaning as defined in Section 6.1 hereof.

"Club Plan" shall mean the MEDLEY AT SOUTHSORE BAY CLUB PLAN recorded in Official Records Book ____, Page ____ of the County.

"Clubhouse Land" means that certain real property described on **Exhibit A** attached hereto and made a part hereof.

"County" shall mean Hillsborough County, Florida.

"Due Diligence Reports" shall mean all reports, documents, studies, analyses, and other written information obtained by Buyer with respect to the Property including, without limitation, results of physical

inspections, surveys, site plans, feasibility studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer (other than attorney work product) in connection with the Property, if any.

"Effective Date" shall mean 5:00 p.m. Eastern time on the date upon which both Buyer and Seller shall have executed this Agreement.

"Feasibility Date" shall mean 5:00 p.m. Eastern time on the tenth (10) day following the Effective Date.

"Foreign Substance" shall mean any substance which is commonly referred to as foreign or hazardous under local, state or federal law.

"Improvements" shall mean all of Seller's right, title and interest in and to any and all buildings, structures or other improvements located on the Land, including, but not limited to the Clubhouse and any other improvements located on the Land. "Improvements" does not include any improvements located on the Land which are not owned by Seller (e.g., equipment and facilities owned by utility companies).

"Institutional Loan" shall have the meaning set forth in Section 4.2.1 hereof.

"Inventory" shall mean the furniture, fixtures and equipment listed on **Exhibit G** attached hereto and made a part hereof.

"Land" shall mean all of Seller's right, title and interest in and to the Clubhouse Land.

"Lender" shall have the meaning set forth in Section 4.2.1 hereof.

"MEDLEY AT SOUTHSORE BAY" shall mean the planned community within which the Land is located.

"Pending Litigation" shall mean those litigation matters, including collection matters, if any, listed on **Exhibit H** attached hereto and made a part hereof.

"Permits" shall mean all permits, licenses, and other governmental approvals and authorizations affecting the Improvements.

"Personal Property" shall mean all Seller's right, title and interest in and to: (i) all Inventory and fixtures (if any not listed as part of the Inventory) owned by Seller and located on, or attached to, the Land; (ii) all supplies owned by Seller and used in the maintenance or operation of the Clubhouse located on the Land; (iii) those Permits which are assignable or transferable to Buyer at Closing; (iv) all assignable or transferable service, maintenance, and equipment contracts, and all personal property leases and all other contracts, if any exist, relating to the ownership, maintenance, occupancy, use or operation of the Property and (v) the right to use the name MEDLEY AT SOUTHSORE BAY as permitted by Section 7.3 hereof. Buyer acknowledges that there are no transferable warranties from third parties with respect to the Personal Property.

"Property" shall mean, collectively, the Improvements, the Land and the Personal Property.

"Prorations Date" shall mean 11:59 p.m. on the date prior to the Closing Date.

"Special Warranty Deed" shall mean the Special Warranty Deed conveying fee title to the Land to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

"Termination Notice" shall have the meaning set forth in Section 3.2 of this Agreement.

"Title Commitment" shall mean the commitment for issuance of an owner's title insurance policy to be issued on the Title Company and delivered to Buyer pursuant to Section 5.1 hereof.

"Title Company" shall mean _____, which issues the Title Commitment and the owner's title insurance policy to Buyer and mortgagee title insurance policy, if any, to Lender in accordance with the terms hereof.

Other capitalized terms contained in this Agreement not defined herein shall have the meanings set forth in the Club Covenants.

3. Inspection.

3.1. Information Regarding Property. Within five (5) days after the Effective Date, Seller shall make available to Buyer at Seller's office for inspection and copying during regular business hours any surveys, financial statements plans, certificates of occupancy, environmental reports, and information about the payment of Club Charges with respect to the Land, which Seller shall make a good faith attempt to locate in its files and which Seller has not already provided to Buyer. All of such information is provided simply as an accommodation to Buyer, and Seller makes no warranties or representations as to their accuracy or completeness. Seller shall incur no liability to Buyer for any information contained in any materials furnished to Buyer or for Seller's failure to furnish any materials in Seller's possession to Buyer. Without limiting the foregoing, Seller shall have no obligation to obtain plans, permits or other information respecting the Property from governmental agencies or utilities.

3.2. Buyer's Inspection Rights. Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer in all respects. In the event that Buyer elects not to proceed with the purchase contemplated by this Agreement, Buyer shall deliver to Seller, at no cost to Seller, copies of all Due Diligence Reports within thirty (30) days of Buyer's election not to proceed. If Buyer determines that the Property is not acceptable in its sole discretion and elects not to proceed with the transaction contemplated hereby, Buyer shall on or before the Feasibility Date give written notice of termination to Seller (the **"Termination Notice"**) and upon such delivery this Agreement shall be terminated. Upon such termination and delivery to Seller of all Due Diligence Reports, neither party shall have any further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement. Unless Buyer delivers the Termination Notice in a timely manner, this Agreement shall remain in full force and effect, except that the inspection rights contingency in this Section 3.2 shall be deemed satisfied.

3.3. Access. Until the Feasibility Date, and thereafter if this Agreement has not been terminated pursuant to Section 3.2, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of any parties who may have a legal right to use or occupy the Property (including, without limitation, those using the Clubhouse, employees, licensees, and service providers). All persons retained by Buyer to conduct such inspections, investigations and tests shall be licensed and maintain liability and property damage insurance in amounts as reasonably requested by Seller. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing.

3.4. Indemnification. Buyer shall protect, indemnify, save and hold Seller harmless against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees, paraprofessional fees and court costs at the trial level and at all levels of appeal) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by an act or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or about the Property, or from Buyer's inspection, testing, examination and inquiry of or on the Property. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.5. Buyer's Obligations with Respect to Inspections. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property. Buyer shall promptly pay for all inspections and Due Diligence Reports upon the rendering of statements therefor. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities and other obligations contained in Section 3.4 and this Section 3.5. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.6. Condition of the Property. If this Agreement is not terminated pursuant to Section 3.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property and this transaction in all respects. Buyer is expressly purchasing the Property in its existing condition "AS IS, WHERE IS" with respect to all facts, circumstances and conditions. Seller has no obligation to inspect for, repair or correct any such facts, circumstances, and conditions or to compensate Buyer regarding the Property. From and after Closing, Buyer assumes the full risk with respect to the Property including, without limitation, any liability resulting from the condition of the Property or resulting from any claims by third parties relating to the past, present, or future ownership, use or operation of the Property, with the exception of personal injury claims arising prior to Closing, and by execution hereof Buyer specifically agrees to indemnify and hold Seller harmless from all liability, loss, cost (including reasonable attorneys', paralegals' and legal assistants' fees and court costs at all trial and appellate levels) arising from the condition of the Property, including those arising from the presence of Foreign Substances on or at the Property. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER PERTAINING TO THE CONDITION OF THE PROPERTY (INCLUDING WARRANTIES OF MERCHANTABILITY OR HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, including warranties with respect to the Property, zoning, land value, availability of access or utilities, presence of Foreign Substances, rights of ingress or egress, governmental approvals, rights of third parties relating to the condition of the Property, future restrictions upon use or sale, or the soil or water conditions of the Land. Buyer further acknowledges that Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Property and that, in fact, no such representations were made, except as expressly set forth in this Agreement. Buyer hereby specifically releases Seller from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind, whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Foreign Substance on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing. Each covenant, agreement, representation, and warranty of Buyer contained in this Section 3.6 of this Agreement shall survive the Closing or termination of this Agreement.

3.7. Pending Litigation. Seller has no knowledge of any pending or threatened litigation or claims by third parties or governmental entities respecting the Property except for the Pending Litigation.

4. Purchase Price and Terms of Payment; Closing Adjustments.

4.1. Purchase Price. The purchase price ("**Purchase Price**") of the Property shall be _____ and No/100 Dollars (\$_____) subject only to prorations and adjustments herein provided (see Club Covenants for Purchase Price).

4.2. Payment of Purchase Price. The Purchase Price shall be paid, all cash at closing, as follows:

4.2.1. Institutional Loan. Buyer's obligations hereunder are contingent upon its obtaining, by the Feasibility Date a commitment from an institutional lender ("**Lender**") for an acquisition

loan secured by a first mortgage and security agreement and/or secured by an assignment and pledge of the Club Charges payable pursuant to the Club Covenants (hereinafter, the "Institutional Loan") in an amount equal to the Purchase Price with terms acceptable to Buyer and subject to conditions to be satisfied by Buyer or with respect to the Property as are customary in loans of similar type and size in Florida. If Buyer does not give Seller written notice, on or before the Feasibility Date, that Lender has issued a loan commitment containing the terms and conditions set forth in this subsection, and which is capable of being closed as between Lender and Buyer, not later than the Closing Date, then either party may terminate this Agreement by written notice to the other and the terms of Section 3.2 regarding termination shall apply.

4.3. Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Buyer shall be responsible for all items after the Prorations Date. All prorations shall be based on thirty (30) day months. Such adjustments and prorations shall include the following:

4.3.1. Taxes and Assessments; Pending and Certified Liens. All *ad valorem* real estate taxes, special taxing district assessments and personal property taxes and all assessments associated with the Property for the year of Closing shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, for the preceding year. If any tax prorations shall be based upon the amount of taxes for the year preceding the year of Closing; such taxes, at the request of any party hereto, shall be re-prorated and adjusted between the parties, on the basis of the November payment, forthwith after the tax bills for the year of Closing are received. County or other public liens, if any, certified or for which the work has been substantially completed on the date of this Agreement shall be paid by Seller and any other such liens shall be assumed by Buyer; provided, however, that if any assessments are payable in installments, the installment due for the year in which Closing occurs shall be prorated between Seller and Buyer, and Buyer shall assume responsibility for payment of all installments for subsequent years.

4.3.2. Club Charges. All Club Charges and any other amounts due to Seller as dues arising out of the Club Covenants shall be prorated as of the Prorations Date. Buyer shall receive a credit at Closing against the Purchase Price for any Club Charges paid to Seller as of the Prorations Date but applicable to any period after the Prorations Date. By way of example, pre-paid Club Charges received by Seller prior to Closing for periods after the Closing shall be credited to Buyer. Upon collection by Buyer of any Club Charges relating to the period prior to the Prorations Date, Buyer shall promptly deliver such amounts to Seller, and it shall be conclusively deemed that any amounts received after Closing by Buyer from any Owner (as defined in the Club Covenants) whose account was not current on the Closing Date shall be applied first to satisfy amounts attributable to Seller for periods prior to the Proration Date and then to amounts due to Buyer. By way of example, if the Closing occurs mid-month, and Buyer receives a payment of Club Charges for such month after Closing, Buyer shall prorate the payment and remit to Seller the portion of the payment due to Seller under this Agreement. Buyer shall not change collection counsel with respect to any collection matters pending on the Prorations Date. The current pending collections matters are listed on Exhibit H attached hereto and made a part hereof. Buyer acknowledges that Seller has prepaid certain legal fees and Seller shall be entitled to reimbursement of such amounts advanced to the extent they are collected by legal counsel from and after Closing.

4.3.3. Payables. All of Seller's accounts payable incurred in the ordinary course of business in connection with the ownership and operation of the Property including amounts payable to vendors and other trade payables as of the Prorations Date, are herein called the "Payables". Seller agrees that between the Effective Date and the Closing Date all Payables shall be paid and discharged in the ordinary course of business. Any Payables that would have been paid by Seller in ordinary course of business not paid on or before the Prorations Date and not discovered until after the Closing Date shall be paid by Seller at such time as they are discovered, provided such are discovered within one hundred and eighty (180) days of the Closing Date.

4.3.4. Revenues. All revenue generated from periods prior to the Closing Date shall be attributable to Seller. If payment for any such items received by Buyer after Closing, Buyer shall promptly remit such amounts to Seller (it being understood that any amounts owed by third parties shall be applied first towards amounts owed for periods prior to the Closing Date and last towards amounts owned for periods subsequent to the Closing Date).

4.3.5. Cash. There are no separate operating accounts and no reserves to be transferred respecting the Club.

4.3.6. Fuel and Utilities. Fuel, water charges and other utilities upon the Property, if any, shall be adjusted and apportioned as of the Prorations Date. Deposits, if any, made by Seller, or any manager of the Property on behalf of Seller, or any predecessor in title as security under any utility or public service contract shall be credited to Seller to the extent that the same remains on deposit for the benefit, and in the name of, Buyer. If such deposits cannot remain on deposit for the benefit of Buyer, Buyer shall place new deposits with the utility company(ies) and the existing deposits shall be released to Seller prior to Closing. Readings will be secured for all utilities as close as practicable to the Prorations Date, and the remaining meter charge, if any, for the intervening time shall be apportioned on the basis of such last reading.

4.3.7. Contracts; Leases. All prepayments made under any continuing contracts or leases affecting the Property, if any, including, but not limited to, garbage removal and maintenance agreements shall be adjusted and apportioned as of the Prorations Date and Seller shall receive a credit for any deposits.

4.3.8. Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations with respect to operating revenues and expenses to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

4.3.9. Re-prorations and Post-Closing Adjustments. If any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained or are not available as of such date, the parties agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omissions or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing for a period of twelve (12) months as to *ad valorem* taxes and six (6) months as to all other adjustments and no claims for adjustment may be made thereafter.

4.3.10. Intent of Prorations Provisions. The intent of the prorations and adjustments provided for herein is that Seller shall bear all expenses of operation of the Property and shall receive all income therefrom accruing through the Prorations Date, and Buyer shall bear all such expenses and receive all such income accruing thereafter.

4.4. Costs and Expenses. All Closing costs and expenses including, but not limited to, the cost of recording the Special Warranty Deed, documentary stamp taxes and surtax on the Special Warranty Deed, and the title insurance premium for the owner's title insurance policy to be provided by Title Agent and issued to Buyer after Closing, shall be paid by Buyer. Buyer shall also pay for the cost of any survey obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. By way of example, Seller shall pay its own legal fees and costs and these shall not be charged to home owners in the event the transaction contemplated by this Agreement does not close.

5. Title; Survey.

5.1. Evidence of and Encumbrances Upon Title. Seller's counsel has delivered a form Title Commitment prepared by Seller's counsel and approved by Title Company for issuance by the Title Agent. The Title Commitment shall be the basis upon which Buyer shall review the status of title to the Property. Buyer shall review the Title Commitment to determine whether title is free and clear of liens, encumbrances, and objections other than following, herein referred to as the "**Acceptable Encumbrances**":

5.1.1. The standard printed exceptions in the Title Commitment, provided, however, that to the extent allowed by the Title Company and Florida law the standard printed exceptions for parties in possession and construction liens may be deleted from the owner's title insurance policy based upon Seller's Affidavit and the standard printed exception for matters that would be reflected on a current survey and for easements not shown by the public records may be deleted if Buyer obtains a current survey, as contemplated by Section 5.3 hereof, which satisfies the requirements of the Title Company;

5.1.2. Zoning and other regulatory laws and ordinances affecting the Property;

5.1.3. Easements for public utilities and drainage;

5.1.4. Any matters reflected on the plats of the Land;

5.1.5. Any other matters of record that do not render title unmarketable;

5.1.6. All matters in the Title Commitment not objected to by Buyer within the Title Review Period (as hereinafter defined);

5.1.7. Any matters which are approved in writing by Buyer (including those contemplated by this Agreement); and

5.1.8. Any matters created by or against Buyer.

5.2. Review of Evidence of Title.

5.2.1. Buyer shall have seven (7) days from the Effective Date within which to cause the Title Commitment to be examined and to notify Seller in writing of any liens, encumbrances, or exceptions other than the Acceptable Encumbrances (the "**Title Review Period**"). If no liens, encumbrances, or exceptions other than the Acceptable Encumbrances are shown, or if Buyer shall fail to notify Seller in writing of any liens, encumbrances or exceptions other than the Acceptable Encumbrances prior to the end of the Title Review Period, then except as provided in Section 5.4, Buyer shall be deemed to have waived any right to object to the status of title and all matters reflected on the Title Commitment shall be deemed Acceptable Encumbrances. Subject to Section 5.4, Buyer shall thereupon, with respect to the status of title to the Land and Improvements, be obligated to close the purchase at the time and in the manner herein specified.

5.2.2. If prior to the end of the Title Review Period, Buyer gives written notice of any liens, encumbrances or exceptions, other than the Acceptable Encumbrances, then Seller shall have the right, but not the obligation, to attempt to remove, discharge or correct such liens, encumbrances or exceptions and shall have a period of sixty (60) days after receipt of notice thereof ("**Cure Period**") in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or exceptions, except, however, that Seller shall be required to satisfy, release, or discharge any mortgages in a liquidated amount voluntarily placed on the Property by Seller or by Seller's predecessors in title. If Seller shall be unable or otherwise refuses to remove or discharge such other liens, encumbrances or exception within such period, then Buyer may, at its option, either accept title in its then existing condition without reduction of the Purchase Price or terminate this Agreement by giving

written notice of termination within three (3) Business Days after the first to occur of (a) receipt of Seller's written notice that Seller is unable to remove the lien, encumbrance, or exception or (b) the expiration of the Cure Period. If Buyer shall fail to give written notice of termination within the aforesaid three (3) Business Day period, Buyer shall irrevocably be deemed to have accepted title in its existing condition (and all outstanding title matters shall then constitute Acceptable Encumbrances). If Buyer shall elect to terminate this Agreement pursuant to this paragraph, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the provisions of Sections 3.4 and 3.5 hereof.

5.3. Survey. Prior to the Feasibility Date, Buyer may cause a survey of the Land to be prepared at Buyer's sole cost and expense. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller, the Title Company, and Title Company's agent. If any encroachments not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller prior to the Feasibility Date, in which case any such encroachment shall be treated in the same manner as a title defect pursuant to Section 5.2.2 above; provided, however, that Buyer shall have no right to object to (a) any matters which constitute Acceptable Encumbrances; or (b) any public utility facilities or equipment located on the Land regardless of whether or not an easement for such facilities or equipment has been granted or recorded in the Public Records (and Buyer acknowledges that it is likely that such facilities and equipment do in fact exist on the Land); or (c) any matters reflected on any existing survey delivered by Seller to Buyer on or before the tenth day after the Effective Date. If, however, Buyer fails to obtain a survey, or if Buyer obtains a survey, but fails to give written notice of objection prior to the Feasibility Date, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

5.4. Title Update. Seller shall cause the Title Company to update the Title Commitment, to a date not earlier than seven (7) days prior to the Closing Date. If the updated Title Commitment contains exceptions which arose subsequent to the effective date of the Title Commitment and which do not constitute Acceptable Encumbrances, Buyer may file written objection thereto within three (3) Business Days after receipt thereof, but in any event prior to completion of the Closing. If Buyer timely and properly files written objection to any such other item, all of the provisions of the last portion of Section 5.2.2 shall then be applicable. If the updated Title Commitment contains no exceptions, other than those reflected on the Title Commitment delivered pursuant to Section 5.1 and other Acceptable Encumbrances or if Buyer fails to give written notice of objection to Seller as and when required, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

6. Closing.

6.1. Closing Date; Place. The Closing shall occur on or before _____ ("Closing Date"). Closing shall take place at 10:00 A.M. in the offices of Seller's counsel or at such other locations selected by Seller.

6.2. Seller's Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer the following instruments (in addition to any other instruments contemplated by this Agreement):

6.2.1. Special Warranty Deed with respect to the Land and Improvements, in the form of **Exhibit B** hereto;

6.2.2. Affidavit in the form of **Exhibit C** hereto;

6.2.3. Bill of Sale with respect to those items of Personal Property which are furniture, fixtures, and equipment in the form of **Exhibit D**, including all of the Inventory;

6.2.4. Assignment and Assumption Agreement in the form of **Exhibit E** hereto;

6.2.5. Buyer-Seller Closing Statement;

6.2.6. Evidence satisfactory to the Title Company and Title Agent in its reasonable discretion of Seller's authority to execute the instruments delivered at the Closing and to consummate the Closing;

6.2.7. Any instruments required by Section 9 of this Agreement.

6.3. Buyer's Deliveries. At Closing Buyer shall deliver or cause to be delivered to Seller the following instruments (in addition to any other instruments required by the terms of this Agreement):

6.3.1. Assignment and Assumption Agreement, in the form of Exhibit E hereto;

6.3.2. Buyer-Seller Closing Statement;

6.3.3. Certificate of Good Standing from the Secretary of State of Buyer's organization;

6.3.4. Incumbency Certificate specifying the officers of Buyer authorized to act for and on behalf of Buyer with respect to the transaction contemplated hereby together with Secretary's Certificate evidencing adoption of resolutions authorizing Buyer to consummate the purchase;

6.3.5. A general release, in the form of Exhibit F hereto, in favor of Seller; and

6.3.6. Any instruments required by Section 9 of this Agreement.

6.4. Possession. Possession of the Property shall be surrendered at the Closing.

6.5. Closing Costs and Start-up Fund. Seller agrees to provide Buyer with start-up funds for the Club in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), which shall be credited to Buyer at Closing and shall be applied first to Closing Costs and any excess to fund Club Reserves.

7. Certain Special Provisions Which Shall Survive Closing. In addition to other provisions of this Agreement which by their terms survive the Closing of the purchase and sale, the following provisions shall also survive the Closing. Seller will include the provisions indicated in the Special Warranty Deed by which Seller conveys the Land to Buyer (in which case Buyer shall be required to execute the Special Warranty Deed to confirm Buyer's agreement to such provisions) or in a separate instrument to be executed by Buyer and Seller on or before Closing and recorded in the Public Records of the County.

7.1. Club Covenants. Buyer recognizes that the Land is subject to the Club Covenants and to the Rules and Regulations established pursuant thereto. Buyer agrees to comply with all of the terms and provisions thereof insofar as they relate to or affect the Land unless Buyer, as Club Owner, elects to terminate the Club Covenants after Closing.

7.2. Employees. Seller will terminate the employment of all service personnel of Seller performing services at the Clubhouse ("Employees") effective as of the Closing Date other than those Employees that Seller intends to offer alternate employment at other locations. Seller will be responsible for payment of all accrued, unpaid wages, salaries, benefits, vacation and other income items due to the Employees as of the Closing Date and all taxes and other amounts due from Seller in respect thereof. Subsequent to the Feasibility Date, Buyer and Seller shall agree upon a method to advise Employees of the pending sale and to notify them that their continued employment shall be discretionary with Buyer (except Employees that remain employed by Seller shall not receive such notice); provided, however, Buyer may interview each Employee and consider the possibility of hiring such Employee from and after Closing Date.

7.3. Use of Name. Due to the integrated nature of MEDLEY AT SOUTHSORE BAY and the product within MEDLEY AT SOUTHSORE BAY, Buyer may use MEDLEY AT SOUTHSORE BAY

name and logo with respect to the Clubhouse for general and typical Club purposes (e.g., aerobic classes), but not for commercial use not related to the Club without prior written consent of Seller, which may be granted or withheld in Seller's sole and absolute discretion, and, if given, may be subject to such terms and conditions as Seller shall deem appropriate. By way of example, if Buyer elects to allow catered events or concessions within the Club, the name and logo may be used as such activities are part of typical Club activities without Seller's consent. If Buyer wishes to open a real estate sales office for homes in the Club, the name and logo cannot be used without Seller's prior consent. Seller grants (but without warranty or representation) to Buyer the right to identify the Clubhouse by reference to its location "at MEDLEY AT SOUTHSORE BAY" and for general and typical Club purposes.

7.4. Effect. All of the provisions of this Section 7 shall survive the Closing in accordance with their terms and shall constitute restrictions, covenants, conditions, easements, and obligations which run with title to all or any portion of the Land and which are servitudes upon the Land and shall be binding upon Buyer and Buyer's successors in title to the Land and inure to the benefit of and be enforceable by Seller and such of its assigns as to which Seller specifically assigns its rights hereunder. Such an assignment may be of all or only certain rights hereunder and may be made on an exclusive or non-exclusive basis, and in any event without the necessity of any joinder or consent of Buyer or any other party. Absent an express assignment as aforesaid, no person or entity shall be deemed a third party beneficiary or a successor assignee of Seller with respect to any of the provisions of this Section 7 or have any rights to enforce any of the provisions contained herein, nor shall Seller have any duty to any third party to do so.

7.5. Enforcement; Remedies. So long as Seller has a development interest in MEDLEY AT SOUTHSORE BAY, which interest must be established by Seller, violation or attempted violation by Buyer of any provision contained in this Section 7 shall entitle Seller to exercise any and all remedies available in equity. In addition Seller shall have the right to proceed in equity to compel compliance of the violated or breached provision. In the event of any litigation arising from any violation or attempted violation by Buyer, the prevailing party shall be entitled to reimbursement from the losing party for all attorneys' fees and costs incurred at the trial level and at all levels of appeal. Any failure by Seller to enforce any provision of this Section 7 in any one instance shall not be deemed a waiver by Seller to enforce the same or any other provision in the future.

8. Indemnification. Seller shall indemnify and save harmless Buyer against any and all claims, actions, damage or liability (including attorney's fees and the costs to prepare any new easements) resulting from Seller's use of the Property after the Closing pursuant to this Agreement. Seller shall also indemnify and save harmless Buyer against any and all claims, actions, damage or liability resulting from any personal injury claim respecting the Property occurring before Closing. This Section shall survive Closing.

9. Warranties And Representations.

9.1. Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) this Agreement has been duly executed and delivered by Buyer; (c) the execution of this agreement and the Closing to occur hereunder does not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound; and (d) Buyer is purchasing the Property for the continued operation of the Clubhouse.

9.2. Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is a corporation duly organized and in good standing under the laws of the State of Florida; (c) subject to Section 14.14 hereof, all requisite corporate action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller.

9.3. Survival. The provisions of this Section 9 shall survive the Closing.

10. Assignment. The nature of Buyer's composition as a not-for-profit entity all of the members of which are residents of Tamps Palms constitutes a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller in Seller's sole and absolute discretion.

11. Brokerage. Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Buyer has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commission being due and payable to any other party with respect to this transaction. Each party hereby agrees to indemnify, protect, defend (with counsel approved by the party to be indemnified) and to hold the other party harmless from any loss, liability, damage, costs, or expense (including, but not limited to, reasonable attorneys' fees at trial and all appellate levels) resulting to the other party from a breach of the representation and warranty made by such party herein. The provisions of this Section 11 shall survive the Closing and termination of this Agreement.

12. Default.

12.1. Buyer's Default. If this transaction shall not be closed because of default by Buyer, all of Seller's and Buyer's rights hereunder shall be terminated, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof. If, after Closing, Buyer shall default in any obligation of Buyer contained herein, Seller shall be entitled to all remedies available in equity.

12.2. Seller's Default. If this transaction shall not be closed because of default of Seller, neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof; or Buyer shall have the right to sue for specific performance of this Agreement; provided, however, such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including, but not limited to, the issuance of the commitment for the Institutional Loan. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to any damages.

12.3. No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property pursuant to this Agreement which survive Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

13. No Joint Venture. Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's ownership or operation of the Property, and that Seller bears and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and operation of the Property. Therefore, Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature including reasonable attorneys' fees, related to or arising out of any claims against Seller as a result of Buyer's ownership or operation of the Property. The provisions of this Section 13 shall survive the Closing.

14. Miscellaneous.

14.1. Risk of Loss. Seller agrees to give Buyer prompt notice of any casualty affecting the Property or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property. If before Closing, there shall occur:

14.1.1. damage to any portion of the Property caused by casualty which would cost an amount equal to or greater than five percent (5%) of the Purchase Price of the Property to repair; or

14.1.2. the taking or condemnation of all or any portion of the Property which would interfere with the intended use of the Property;

then, in such event, Buyer shall have the right to terminate this Agreement by written notice thereof delivered to Seller within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event or at the Closing accept all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage. If Buyer elects to terminate this Agreement, neither party shall have any further obligations under this Agreement except that Buyer shall remain liable for the obligations contained in Section 3.4 and 3.5 hereof. If Buyer does not so timely elect to terminate this Agreement, then the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

If before Closing there occurs:

(a) damage to the Property caused by casualty which would cost less than five percent (5%) of the Purchase Price to repair; or

(b) the taking or condemnation of a portion of the Property which would not interfere with the intended use of the Property;

then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

14.2. Construction. The terms "Seller" and "Buyer" whenever used in this Agreement shall include the successors and permitted assigns of the respective parties hereto, provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "including" as used herein shall in all instances mean "including, but not limited to". The term "attorney fees" wherever used in this Agreement shall include attorneys' fees, paralegal fees and paraprofessional fees. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

14.3. Counterparts. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, but all of which will constitute the same agreement.

14.4. Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.

14.5. Governing Law. This Agreement is being executed and delivered, and is intended to be performed, in the State of Florida. The laws of the State of Florida (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any action arising hereunder shall lie exclusively in the Federal or State courts where the Property is located.

14.6. Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions or agreements contemplated hereby.

14.7. Radon Gas. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING 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.

14.8. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: (a) upon receipt or refusal to accept receipt if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier machine; or (c) upon receipt or refusal to accept receipt if sent by overnight courier, with request for next Business Day delivery, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER:

LEN-SOUTHSHORE BAY, LLC
c/o Lennar Homes, LLC
700 N.W. 107th Avenue
Miami, Florida 33172
Attention: Legal Department

LEN-SOUTHSHORE BAY, LLC
c/o Lennar Homes, LLC
4600 Cypress Street, Suite 200
Tampa, Florida 33607
Attention: Division President

WITH A COPY TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
Attention: Christian F. O'Ryan
Phone no. (813) 639-9599

TO BUYER:

MEDLEY at Southshore Bay Community Association, Inc.

Attention: _____
Phone no.: _____
Facsimile no.: _____

WITH A COPY TO:

14.9. Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

14.10. Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

14.11. Exhibits. The Exhibits which are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

14.12. Time of the Essence. It is expressly agreed by Seller and Buyer that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

14.13. No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

14.14. Requisite Senior Management Approval. This Agreement is subject to a approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer or Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If this Agreement is executed and returned by Seller to Buyer, the requirement for senior management approval shall be deemed to have been obtained. Buyer may revoke its offer to purchase the Property pursuant to this Agreement if Seller does not execute the same within five (5) days of Seller's receipt of this Agreement fully executed by Buyer.

14.15. Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, shareholders or other principals and representatives of Seller or Seller's affiliates. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Seller's present and future officers, directors, agents, employees, attorneys, shareholders or other principals and representatives and their respective heirs, successors and assigns.

14.16. Confidentiality.

14.16.1. Buyer acknowledges the confidential and proprietary nature of (i) all information, documents, agreements, correspondence, contracts, reports, files, books, records, financial data, and other information delivered or made available by Seller to Buyer pursuant to this Agreement, and (ii) all results, reports, analyses, and other products of tests, inspections, studies, and other due diligence conducted on the Property pursuant to this Agreement, and (iii) this Agreement and the contents and provisions hereof (collectively, the "**Confidential Information**"). Buyer agrees to keep and hold all of the Confidential Information confidential and agrees not to use it for any purpose other than the purposes contemplated by this Agreement. Buyer shall not disclose any of the Confidential Information to, or discuss any of the Confidential Information to, or discuss any of the Confidential Information with, any third person other than Buyer's counsel, consultants and advisors, the board of directors of Buyer, the homeowners within Tamps Palms and any potential Lender.

14.16.2. Each of Buyer and Seller agrees with the other that prior to Closing it will not make any public announcement about the purchase and sale transaction contemplated hereby or any of

the terms hereof, including without limitation any of the Confidential Information, without the prior written consent of the other, except for announcements to the homeowners of Tamps Palms at membership meetings or otherwise.

14.16.3. The provisions of this Section 14.16 shall survive the Closing and any termination of this Agreement.

14.17. Attorneys' fees. In the event of any litigation between the parties this Agreement, the prevailing party shall be entitled to recover it reasonable attorneys' fees, paraprofessional fees, and court costs pretrial and at all trial appellate levels. This provision shall survive termination or cancellation of this Agreement and closing of this Agreement.

14.18. **WAIVER OF TRIAL BY JURY.** THE PURCHASER AND THE SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PURCHASER AND THE SELLER. THE PURCHASER AND THE SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE PURCHASER AND THE SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE PURCHASER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE PURCHASER OR THE SELLER OR TO ANY AGENT OR REPRESENTATIVE OF THE PURCHASER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT OR CLOSING OF THIS AGREEMENT.

[Signatures on Following Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, each on the date set forth below.

WITNESSES:

Print Name: _____

Print Name: _____

"CLUB OWNER"

LEN-Southshore Bay, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 20____

WITNESSES:

Print Name: _____

Print Name: _____

"BUYER"

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

Date: _____, 20____

SCHEDULE OF EXHIBITS

- A - Land
- B - Form of Special Warranty Deed
- C - Form of Seller's Affidavit
- D - Form of Bill of Sale
- E - Form of Assignment and Assumption Agreement
- F - Form of General Release from Buyer
- G - Inventory
- H - Pending Litigation

EXHIBIT A

Legal Description of Land

EXHIBIT B

PREPARED BY AND RETURN TO:

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

Purchase Price: \$ _____

Documentary Stamps: \$ _____

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the ____ day of _____, 20____, from LEN-SOUTHSHORE BAY, LLC, a Florida limited liability company ("**Grantor**") having a mailing address of 4600 West Cypress Street, Suite 200, Tampa, Florida 33607, to MEDLEY AT SOUTHSHORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, the mailing address of which is _____ (the "**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "**Property**") located and situate in the County of Hillsborough and State of Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO

The Property is conveyed subject to the following:

Those matter described on **Exhibit B** attached hereto and made a part hereof.

Grantee's Tax Identification No.: _____

The Tax Parcel I.D. # _____

[NOTE: The "subject to" items and matters, which shall be listed in the Special Warranty Deed actually delivered if a closing occurs, shall be those comprising the Acceptable Encumbrances (as defined in Section 5 of the Agreement for Sale and Purchase of Property) and those permitted to be shown as set forth in Section 5 of the Agreement for Sale and Purchase of Property.]

Those restrictive covenants set forth on **Exhibit C** attached hereto and made a part hereof.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

Grantee, by acceptance of this Special Warranty Deed, automatically agrees for itself, and its successors and assigns, to observe and to be bound by all of the terms and conditions set forth in **Exhibit B** and all future amendments thereto applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused these present to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

"GRANTOR"

LEN-Southshore Bay, LLC, a Florida limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Date: _____, 20____

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of LEN-Southshore Bay, LLC, a Florida limited liability company. He [is personally known to me] [has produced _____ as identification].

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

ACCEPTANCE ENCUMBRANCES

EXHIBIT C

RESTRICTIONS AND COVENANTS

Club Covenant. Grantee recognizes that the Property is subject to MEDLEY CLUB AT SOUTHSORE BAY Covenants and to the Rules and Regulations established pursuant thereto. Grantee agrees to comply with all of the terms and provisions thereof insofar as they relate to or affect the Property unless Grantee, as owner of the Property, elects to terminate MEDLEY CLUB AT SOUTHSORE BAY Covenants after the execution and delivery of this Special Warranty Deed.

Use of Name. Due to the integrated nature of MEDLEY AT SOUTHSORE BAY and the product within MEDLEY AT SOUTHSORE BAY, Grantee may use MEDLEY AT SOUTHSORE BAY name and logo with respect to the Clubhouse for general and typical Club purposes (*e.g.*, aerobic classes), but not for commercial use not related to the Club without prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion; provided however, if such consent for the use of the name for commercial use not related to the Club is given, the same may be subject to such terms and conditions as Grantor shall deem appropriate. By way of example, if Grantee elects to allow catered events or concessions within the Club, the name and logo may be used as such activities are part of typical Club activities without Grantor's consent. If Grantee wishes to open a real estate sales office for homes in the Club, the name and logo cannot be used without Grantor's prior consent. Grantor grants (but without warranty or representation) to Grantee the right to identify the Clubhouse by reference to its location "at MEDLEY AT SOUTHSORE BAY" and for general and typical Club purposes.

Effect. All of the provisions of this **Exhibit C** constitute restrictions, covenants, conditions, easements, and obligations which run with title to all or any portion of the Property and which are servitudes upon the Property and shall be binding upon Grantee and Grantee's successors in title to the Property and inure to the benefit of and be enforceable by Grantor and such of its assigns as to which Grantor specifically assigns its rights hereunder. Such an assignment may be of all or only certain rights hereunder and may be made on an exclusive or non-exclusive basis, and in any event without the necessity of any joinder or consent of Grantee or any other party. Absent an express assignment as aforesaid, no person or entity shall be deemed a third party beneficiary or a successor assignee of Grantor with respect to any of the provisions of this **Exhibit C** or have any rights to enforce any of the provisions contained herein, nor shall Grantor have any duty to any third party to do so.

Enforcement; Remedies. So long as Grantor has a development interest in MEDLEY AT SOUTHSORE BAY, which interest must be established by Grantor, violation or attempted violation by Grantee of any provision contained in this **Exhibit C** shall entitle Grantor to exercise any and all remedies available in equity. In addition Grantor shall have the right to proceed in equity to compel compliance of the violated or breached provision. In the event of any litigation arising from any violation or attempted violation by Grantee, the prevailing party shall be entitled to reimbursement from the losing party for all attorneys' fees, paraprofessional fees, and costs incurred at the trial level and at all levels of appeal. Any failure by Grantor to enforce any provision of this **Exhibit C** in any one instance shall not be deemed a waiver by Grantor to enforce the same.

JOINDER BY GRANTEE

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, does hereby join in the Special Warranty Deed, to which this Joinder is attached, to acknowledge its acceptance of the Restrictions and Covenants listed on **Exhibit B**.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 20__.

WITNESSES:

"GRANTEE"

MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 20__

STATE OF FLORIDA)
)
COUNTY OF _____)

SS.:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, Inc., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

EXHIBIT C

SELLER'S AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared _____ ("**Affiant**"), who upon being duly cautioned and sworn, deposes and states as follows:

Affiant is the _____ of LEN-SOUTHSHORE BAY, LLC, a Florida limited liability company ("**Seller**"), and has been authorized by Seller to make this Affidavit on Seller's behalf.

Seller is the owner in fee simple of those premises legally described as follows (the "**Property**"): _____

SEE EXHIBIT A ATTACHED HERETO

Seller has possession of the Property, there is no other person in possession who has any right of ownership in the Property and there are no facts known to Seller which could give rise to a claim of ownership being adversely asserted to any of the Property.

The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for (i) real estate and personal property taxes for the year 2005 and subsequent years, which are not yet due and payable and (ii) easements, restrictions, or other title matters of record, or listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Buyer in this transaction pursuant to the title commitment issued in this transaction. To the extent Seller has failed to pay income, use, sales or any other tax accruing prior to Closing respecting the Property, Seller shall be responsible for the same.

Within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the Property that remain unpaid.

There are no construction, materialmen's, or laborers' liens against the Property.

Seller has made no additional improvements to the Property and has received no notice of (proposed) back assessments from Appraiser's Office or bill for back assessments from Tax Collector.

The personal property contained in the Property, and which, if any, is being sold to Buyer mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.

All fixtures, equipment, appliances, machines, plumbing, heating and air conditioning systems located within or upon this Property have been paid for in full and there are no chattel mortgages, title retention or conditional sales contracts or other encumbrances outstanding against the same.

There are no actions or proceedings now pending in any State or Federal Court to which Seller is a party, including, but not limited to proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon such Property.

There are no existing contracts for sale affecting the Property except for the contract between Seller and Buyer.

Seller has received no warning, notices, notice of violation, administrative complaints, judicial complaints or other formal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

This affidavit is (i) made for the purpose of inducing MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") to purchase the Property, (ii) for the purpose of inducing _____ Title Company as agent for _____ to

issue a policy of title insurance in connection with this transaction and to disburse funds in reliance on the title commitment and (iii) made under penalties of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
as _____ of LEN-SOUTHSHORE
BAY, LLC, a Florida limited liability company

[CORPORATE SEAL]

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH) SS.:

The foregoing instrument was sworn to and subscribed to before me this _____ day of _____, 20____, by _____ as _____ of LENSOUTHSHORE BAY, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC
State of Florida at Large
Print
name: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT D

BILL OF SALE

LEN-SOUTHSHORE BAY, LLC, a Florida limited liability company ("**Seller**") for the sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States, paid by MEDLEY AT SOUTHSHORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the such Buyer all of the personal property, now existing, owned by Seller as set forth in attached **Exhibit A** and located on the property described on **Exhibit B**.

TO HAVE AND TO HOLD the same unto the Buyer forever. Wherever used herein the term "**Seller**" and "**Buyer**" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and any successors and assigns of the parties hereto.

AND Seller covenants that Seller is the lawful owner of such goods and chattels; that they are free from all liens and/or encumbrances; and Seller will warrant and defend the title of such goods and chattels against the lawful claims and demands of all persons claiming by, through, or under Seller, but none other. The conveyances hereunder are on an "as-is" basis.

[Signature on following page]

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal effective as of the _____ day of _____, 20____.

WITNESSES:

Print Name: _____

Print Name: _____

“SELLER”

LEN-Southshore Bay, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 20____

EXHIBIT A

Inventory

Clubhouse Inventory List:

Outside:

Inside:

EXHIBIT B

Legal Description of Property

Exhibit E

PREPARED BY AND RETURN TO:

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

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is executed by and between LEN-SOUTHSHORE BAY, LLC, a Florida limited liability company ("**Seller**") and MEDLEY AT SOUTHSHORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**").

RECITALS:

A. Pursuant to the Agreement for Sale and Purchase of Property, executed by Seller and Buyer as of the ____ day of _____, 20____ ("**Purchase Agreement**"), Seller shall assign and Buyer shall assume those items of Personal Property and the Club Covenants (as defined in the Purchase Agreement).

B. The Personal Property includes those service and equipment contracts (the "**Contracts**") set forth in **Exhibit B** attached hereto.

C. Seller is the owner of the following described real property located in Hillsborough County, Florida ("**Property**"):

SEE EXHIBIT A ATTACHED HERETO

NOW THEREFORE, Seller and Buyer agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated into and form a part of this Agreement.
2. **Assignment.** Seller hereby assigns all of its right, title and interest in the Property including, without limitation, the Contracts and all of its rights in and under the Club Covenants to Buyer, on an "as-is" basis. Seller shall have no further rights with respect to the Property or the Club Covenants. By way of example, and not of limitation, from and after this date Buyer shall be Club Owner under the Club Covenants and Seller shall have no rights, including lien rights, under the Club Covenants. Seller may deliver a copy of this Agreement to any party to a Contract.
3. **Assumption.** Buyer hereby assumes all of Seller's obligations under and with respect to the Property including, without limitation, the Contracts, and all of the obligations and rights of Seller as Club Owner under the Club Covenants.

20____.

“BUYER”

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 20____

STATE OF FLORIDA)

COUNTY OF _____)

20 __, by _____ as _____ of MEDLEY AT SOUTHSORE
BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, a Florida not-for-profit
corporation, who is personally known to me or who produced
_____ as identification on behalf of the corporation.

NOTARY PUBLIC
State of Florida at Large

Print name: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

Service and Equipment Contracts
[to be attached]

EXHIBIT F

PREPARED BY AND RETURN TO:

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

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

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That MEDLEY AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Releasor**"), the mailing address of which is _____, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration, received from or on behalf of LEN-SOUTHSORE BAY, LLC, a Florida limited liability company (the "**Releasee**"), the mailing address of which is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607, the receipt whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "**Releasee's Affiliates**") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, to (a) the property described on **Exhibit A** hereto, or the improvements thereon (collectively, the "**Property**"), or (b) any occurrences, circumstances, and/or documentation (e.g., the Club Covenants) whatsoever, relating to the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "**Closing**"), except warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and except for personal injury claims respecting the Property, if any, occurring prior to Closing.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

WITNESSES:

“BUYER”

MEDLEY AT SOUTHSORE BAY COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Date: _____, 20____

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ as _____ of MEDLEY AT
SOUTHSHORE BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of
such corporation who [] is personally known to me or [] has produced
_____ as identification and did not take an oath.

[NOTARIAL SEAL]

Name: _____
 Notary Public, State of _____
 Commission No.: _____
 My Commission Expires: _____

EXHIBIT A

Legal Description of Property

EXHIBIT G

Inventory

EXHIBIT H

Pending Litigation Matters

EXHIBIT "B"

FORM OF AGREEMENT REGARDING ASSOCIATION FUNDING

AGREEMENT REGARDING ASSOCIATION FUNDING

THIS AGREEMENT REGARDING ASSOCIATION FUNDING (this "**Agreement**") is made on May _____, 2018, by and among **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607 ("**Lennar**"); **DUNE FL LAND I SUB LLC**, a Delaware limited liability company, whose mailing address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607 ("**Dune FL**"); and **DUNE FB DEBT LLC**, a Delaware limited liability company, whose mailing address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607 ("**Dune FB**") and together with Dune FL, "**Dune**") and **ICON MANAGEMENT SERVICES, INC.**, a Florida corporation, whose mailing address is 1520 Oasis Club Boulevard, Championsgate, Florida 33896 ("**HOA Manager**") (Lennar, Dune and HOA Manager are sometimes collectively referred to herein as the "**Parties**," and separately as a "**Party**").

WITNESSETH:

WHEREAS, Lennar and Dune are parties to that certain Amended and Restated Lot Purchase and Sale Agreement dated July 18, 2016, as amended by that certain Reinstatement and First Amendment to Lot Purchase and Sale Agreement dated August 23, 2016, as further amended by that certain Second Amendment to Lot Purchase and Sale Agreement dated December 23, 2016, as further amended by that certain Third Amendment to Lot Purchase and Sale Agreement dated March 27, 2017, and as further amended by that certain Fourth Amendment to Lot Purchase and Sale Agreement dated October 13, 2017 (collectively, and as it may be further amended, the "**Purchase Agreement**"), pursuant to which Dune is selling to Lennar and Lennar is purchasing from Dune certain residential lots (each, a "**Lot**" and collectively, the "**Lots**");

WHEREAS, Lennar recorded that certain declaration of easements, covenants, and restrictions for the Property (the "**Declaration**"), and the articles of incorporation and bylaws (collectively with the Declaration, the "**Homeowners' Association Documents**") for **MONTAGE AT SOUTHSORE BAY COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**") with respect to the Property;

WHEREAS, Lennar also organized and created the Association;

WHEREAS, HOA Manager has been appointed and has accepted its appointment as the third party manager of the Association;

WHEREAS, under the Purchase Agreement, Dune agreed to be the "**Declarant**" under the Declaration on the condition that Lennar shall be responsible for and indemnify Dune from any financial obligations of the Declarant to the Association, including, but not limited to, the funding or paying of any deficits, assessments or of any maintenance costs or obligations; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms governing Lennar's requirement to pay for any financial obligations of the Declarant to the Association and other related items.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by Dune to Lennar, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are correct and are incorporated herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

2. **Payment of Funding Requests.** At least twenty (20) days prior to the date that any financial obligations of Dune, as the "Declarant" under the Declaration, are due to the Association, including, but not limited to, the funding or paying of any deficits, assessments or of any maintenance costs or obligations, the HOA Manager shall provide written notice to Lennar and Dune requesting payment of such financial obligation (the "**Funding Request**"), which Funding Request shall include all reasonable evidence necessary for Dune and Lennar to review such Funding Request. Lennar and Dune shall review such Funding Request within five (5) days after their receipt of the Funding Request. No later than ten (10) days after receipt of the Funding Request by Lennar and Dune, the Parties shall use diligent efforts to resolve any disagreements regarding the Funding Request. Lennar shall pay to the HOA Manager the amount set forth in the Funding Request, or such other amount agreed upon in writing by the Parties within such ten (10) day period, no later than twenty (20) days after Lennar's receipt of the Funding Request.

3. **Monthly Financial Statement.** The HOA Manager shall provide Lennar with copies of all monthly financial statements relating to the Association no later than twenty (20) days after completion and internal approval of such monthly financial statements.

4. **Reimbursement for Payment.** If Dune elects to pay any costs which Lennar is required to pay hereunder or under the Purchase Agreement relating to the Association, including but not limited to any deficits, assessments or any maintenance costs or obligations, then without limiting any of Dune's other rights hereunder or under the Purchase Agreement, Lennar shall promptly reimburse Dune for such costs, together with interest at an annual rate equal to ten percent (10%), which interest shall be calculated from the date that Dune pays such costs and notifies Lennar in writing, until the date that Dune receives full reimbursement for such payment.

5. **Failure to Fulfill Financial Obligations.** If Lennar fails to timely fulfill any of Lennar's obligations hereunder or under the Purchase Agreement relating to the Association, including, but not limited to, the funding or paying of any deficits, assessments or of any maintenance costs or obligations, including the payment of the Funding Request, as required by the Purchase Agreement and/or this Agreement, Lennar shall be in default under this Agreement and, at Dune's election, under the Purchase Agreement and, in such event, Dune shall have all rights and remedies under this Agreement, the Declaration and/or the Purchase Agreement, including, but not limited to: (i) any and all rights which Dune may have under the Purchase

Agreement as a result of Lennar's default thereunder to the extent Dune elects to deem such default as a default under the Purchase Agreement; (ii) the right to suspend the sale of Lots to Lennar until Lennar fulfills any and all outstanding obligations, in which event Dune shall not be in default under the Purchase Agreement; and/or (ii) pursue all rights and remedies Dune may have for such failure under the Purchase Agreement, under this Agreement, at law or in equity, all of which rights are cumulative, including but not limited, to the right hereby granted by Lennar to record and enforce a lien on all Lots or other land owned by Lennar and the all such funds not timely paid by Lennar shall collect and accrue interest at the annual rate of eighteen percent (18%) until paid, which interest shall also be secured by such lien.

6. **Payment of Regular Assessments.** Lennar is responsible for timely paying any and all assessments due to the Association or the Master Association for the Lots then owned by Lennar.

7. **Liens.** If a lien arises as a result of Lennar's violation of this Agreement, Lennar shall cause the same to be removed or bonded within thirty (30) days after the earlier of Lennar becoming aware thereof or receiving written notice from Lennar.

8. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

9. **Notices.** Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by hand delivery, overnight receipt delivery service, or e-mail transmission, and shall be deemed to have been given and received upon actual receipt, or refusal to accept delivery, by the addressee thereof the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the following addresses:

As to Dune:

Dune FB Debt LLC
2502 N. Rocky Point Drive, Suite 1050
Tampa, Florida 33607
Attention: Rob Ahrens
E-Mail: rob@metrodevelopmentgroup.com

With a copy to:

Lee Nelson
Shutts & Bowen LLP
Corporate Center IV
4301 Boy Scout Blvd., Suite 300
Tampa, FL 33607
E-Mail: lnelson@shutts.com

As to Lennar:

Lennar Homes, LLC
4600 West Cypress Street, Suite 200
Tampa, Florida 33607
Attn: Mark Metheny
E-Mail: Mark.Metheny@Lennar.com

with a copy to:

Lennar Corporation
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Attn: General Counsel
Miami, Florida 33172
E-Mail: michael.oconnell@lennar.com

with a copy to:

Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300
West Palm Beach, Florida 33401
Attn: Laurie L. Gildan, Esq.
E-Mail: GildanL@gtlaw.com

As to HOA Manager:

ICON Management Services, Inc.
1520 Oasis Club Boulevard
Championsgate, Florida 33896
Attn: M. Toscano
E-Mail: mtoscano@theiconteam.com

10. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Hillsborough County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The

section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

Witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

DUNE FL:

DUNE FL LAND I SUB LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

DUNE FB:

DUNE FB DEBT LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

LENNAR:

LENNAR HOMES, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

HOA MANAGER:

ICON Management Services, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

EXHIBIT “C”

FORM OF AMENDMENT TO MASTER DECLARATION