

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ADELINE LAKE ESTATES**

Prepared by:
Stephen R. Moorhead
Moorhead Law Group, PLLC
127 Palafox Place, Suite 200
Pensacola, FL 32502
RE-25-1009

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS	3
ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION	6
ARTICLE III – ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS ...	6
ARTICLE IV – USE RESTRICTIONS.....	9
ARTICLE V – GRANT AND RESERVATION OF EASEMENTS	15
ARTICLE VI – COMMON AREA	18
ARTICLE VII – COVENANTS TO PAY ASSESSMENTS.....	22
ARTICLE VIII – INSURANCE AND INDEMNITY.....	25
ARTICLE IX – ENFORCEMENT	26
ARTICLE X – STORMWATER MANAGEMENT SYSTEM	29
ARTICLE XI – GENERAL PROVISIONS	31

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ADELINE LAKE ESTATES

This Declaration of Covenants, Conditions, Restrictions and Easements for Adeline Lake Estates Subdivision (“Declaration”) is made and executed this 29th day of May, 2025, by Timberland Homebuilders LLC, a Florida limited liability company (“**Declarant**”).

RECITALS:

WHEREAS, Declarant is the record title owner of the real property located in Santa Rosa County, Florida, more particularly described on the attached **Exhibit A**, which property is being developed into a minor subdivision to be known as Adeline Lake Estates (the “**Subdivision**”);

WHEREAS, Declarant hereby establishes this Declaration and desires to subject the Subdivision to the covenants, conditions, restrictions and easements contained in this Declaration; and

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

NOW, THEREFORE, Declarant hereby declared that every portion of the Subdivision 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.

ARTICLE I – DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Both the singular and the plural versions of the defined term shall be deemed to be included. Additional terms also may be defined the first time they appear.

1.1 “**ARC**” means the Architectural Review Committee for the Subdivision established pursuant to Article III hereof.

1.2 “**Articles**” means the Articles of Incorporation of the Association, filed or to be filed with the Secretary of State of Florida, as amended from time to time.

1.3 “**Assessments**” means, collectively, the following charges:

(a) “**General Assessment**” means the amount charged to each Member to meet the Association’s annual budgeted expenses.

(b) “**Individual Lot Assessment**” means the amount charged to a Member’s individual Lot for any charges particular to that Lot.

(c) “**Special Assessment**” means a charge to each Member for capital improvements or emergency expenses.

1.4 “**Association**” means Adeline Lake Estates Property Owners’ Association, Inc., a Florida not-for-profit corporation, its successors and assigns, formed or to be formed by Declarant.

1.5 “**Board**” means the Board of Directors of the Association.

1.6 “**Bylaws**” means the Bylaws of the Association.

1.7 “**Common Area**” means those tracts of land that are: (a) deeded to the Association and designated in the deed as Common Area; (b) labeled as a Common Area or “private” on the Plans and owned or leased by the Association for use or maintenance by the Association or its Members, regardless of whether title has been conveyed to the Association; or (c) designated as Common Area from time to time by the Declarant in this Declaration or otherwise. The term “Common Area” also means any personal property appurtenant to any real property owned or leased by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. “Common Area” does not mean any area that is dedicated to the county or municipal government or other party other than the Association or sold to the Association. “Common Area” includes, without limitation, the “Private Lake” and 40’ drainage easement (“**Drainage Easement**”) depicted on the Plans.

1.8 “**County**” means Santa Rosa County, Florida.

1.9 “**Declarant**” means Timberland Homebuilders LLC, a Florida limited liability company, and its successors and assigns. Declarant may also be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered “Declarant” as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to Declarant’s interest in the Subdivision or any portion thereof.

1.10 “**Declaration**” means this Declaration of Covenants, Conditions, Restrictions, and Easements for Adeline Lake Estates and all supplements and amendments to this Declaration.

1.11 “**FS**” means Florida Statutes (2024). All specific references to the Florida Statutes shall contain the section number preceded by “FS.”

1.12 “**Governmental Authorities**” means any governmental entity involved in planning, permitting and development approval process of the Subdivision, including, but not limited to, the Florida Department of Environmental Protection (“**DEP**”), the County and their agencies and departments.

1.13 “**Lot**” means any numbered lot shown on the Plans along with any improvements constructed on the Lot.

1.14 “**Member**” means a member of the Association. Each Owner is also a Member. There are two classes of Members as further defined below.

1.15 “**Mortgagee**” means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term “institutional lender” specifically includes, but is not limited to, a bank, credit union, savings and loan association, mortgage lending company, insurance company, securitized trust, and the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Administration, Department of Housing and Urban Development, Department of Veterans Affairs or similar federal, state, or local agency.

1.16 “**Owner**” means the record owner (whether one or more persons or entities) of a fee simple title to any Lot, including contract sellers, but excluding Mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.

1.17 “**Person**” means an individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

1.18 “**Plans**” means the “Conceptual Lot Layout,” as well as the “Plot Plan” for some of the Lots, all attached hereto as **Exhibit B** and fully incorporated herein by reference.

1.19 “**Principal Builder**” means Timberland Homebuilders LLC, a Florida limited liability company, its successors and assigns.

1.20 “**Public Records**” means and refers to the Official Records of Santa Rosa County, Florida.

1.21 “**Rules and Regulations**” means rules and regulations established by the Association pursuant to the Bylaws.

1.22 “**SMS**” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code (2024). The SMS includes those works authorized by DEP pursuant to the SMS Permit. The SMS are Common Areas and will be maintained by the Association.

1.23 “**SMS Permit**” shall mean the permit issued by DEP attached as **Exhibit C**, as amended or modified from time to time.

1.24 “**Subdivision**” refers to Adeline Lake Estates, a single-family residential minor subdivision, as shown on the Plans, which is comprised of the real property described on **Exhibit A**.

1.25 “**Turnover**” refers to the point in time in which the control of the Association is transferred to the Class A Members. Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest: (i) when ninety percent (90%) of the Lots planned for the Subdivision have been conveyed to Members other than the Class B Member; (ii) 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 (iii) as otherwise required by FS 720.307. The phrase “parcels in all phases of the community” means any additional phases developed or to be developed by Declarant in the future upon adjoining properties or properties adjoining such adjoining properties.

ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION

This Article describes the real property of which the Subdivision will initially be comprised and provides the method by which additional property may be added.

2.1 Initial Property. The property initially subject to this Declaration consists of the Subdivision.

2.2 Annexation of Additional Property.

(a) Authority. Additional property may be annexed by the Declarant or the Association. The Association may only annex additional property after termination of the Class B membership. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to the Subdivision, if such property is adjacent to or abuts any property shown on the Plans. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plans, Declarant may disregard any roads that are situated between the Subdivision and the property to be annexed.

(b) Procedure. The party effecting the annexation shall record a supplemental declaration in the Public Records. The supplemental declaration shall be executed by either Declarant, its assigns, or the president of the Association. The supplemental declaration shall contain the legal description of the property being annexed. The supplemental declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the supplemental declaration will have sole discretion to determine the special provisions to be contained in the supplemental declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in any common expense of the Subdivision. Upon recording the supplemental declaration, the annexed property will become part of the Subdivision.

ARTICLE III – ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To ensure that the homes and accessory buildings within the neighborhood are harmonious, Declarant will create an ARC to approve all construction. Although certain requirements are specified herein, the ARC will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Committee.

(a) Composition. The ARC will consist of a single Person or a committee of Persons selected by Declarant. Declarant may temporarily delegate this right to appoint members or may assign this right by written instrument recorded in the Public Records. Members of the ARC will serve at the pleasure of the entity entitled to select the members and may be replaced at any time. If Declarant (or assignee) fails to appoint at least one Person to the ARC and such vacancy continues for thirty (30) days after the Association gives written notice to Declarant (or assignee) of such vacancy, the Association will have the right to appoint the members of the ARC until such time as Declarant (or assignee) exercises its right of appointment. At such time as Declarant (and/or its affiliates) owns no Lots within the Subdivision or any property that it plans to annex as additional phases, the Association shall have the exclusive right and obligation to select the members of the ARC.

(b) Professional Advisor. The ARC may employ one or more architects or land planners to advise the ARC. Each advisor may sit on the ARC as either a voting or nonvoting member, at the discretion of the other members of the ARC. At the discretion of the ARC, the advisor may be paid a reasonable fee derived from application fees or payable by the Association from the General Assessment.

3.2 Architectural Review Procedure.

(a) Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the ARC. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings; installation of hurricane protection products; installation of a well; and initial landscaping and any material alteration of landscaping. This right is general and is not limited to the specific items listed in this Section or Article IV. Construction effected by or on behalf of Declarant will not be subject to approval by the ARC nor any of the provisions of this Section 3.2. Meetings of the ARC will be held in accordance with FS 720.303, as amended from time to time.

(b) Application. The plans to be submitted for approval shall include two (2) copies of: (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations of all proposed improvements; (iii) a survey of the Lot showing current improvements; and (iv) such other items as the ARC requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the ARC.

(c) Basis for Decision. The ARC, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the ARC will affect the desirability or suitability of the

construction. The ARC will not be limited to the specific restrictions and requirements of this Article in making its decision.

(d) Application Fee; Deposit. The ARC may establish procedures for the review of applications and impose a reasonable fee to be paid by the applicant. The ARC also may require an applicant to post a security deposit to ensure that all work is affected only in accordance with approved plans. The ARC may retain the security deposit until all work has been completed in accordance with the approved plans.

(e) Notification of Approval. The ARC must notify an applicant in writing of its decision within thirty (30) days of receiving a completed application. If approval or disapproval is not given within thirty (30) days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension, provided, however, that a request by the ARC for additional information shall halt the running of the thirty (30) day period.

(f) Enforcement. The ARC shall have the right to inspect the Owner's Lot and improvements during construction and prior to occupancy. If any construction or modification is undertaken that has not been approved or that deviates in any material manner from the approved plans, Declarant or the party delegated or assigned Declarant's right to appoint the ARC or the Association, may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs incurred in enforcing these provisions, including all pre-suit and post-suit attorney fees. Any such enforcement action also shall determine entitlement to any retained security deposit. At such time as Declarant (and/or its affiliates) owns no Lots within the Subdivision, the Association and each Owner will have the right to enforce these provisions. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

(g) Hurricane Standards. In accordance with FS, the Board, ARC or other such similar committee shall adopt, and may amend from time to time, hurricane protection specifications for improvements on Lots and the Common Area, which specifications shall comply with the applicable building code. In addition to the specifications for protection products designed to preserve and protect structures and improvements during a storm, the Board, ARC or other such similar committee may adopt reasonable Rules and Regulations regarding the timing of use of such protection products, such as window coverings/shutters. Notwithstanding anything contained herein, the Board, ARC or other such similar committee may not deny an application for the installation, enhancement, or replacement of hurricane protection by an Owner which conforms to the specifications adopted by the Board, ARC or other such similar committee

3.3 Liability. The ARC and Declarant will not be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure the construction was done in accordance with the plans. In the event any action, proceeding or claim is made or brought against the ARC, the Association shall indemnify, hold harmless and defend the members of the ARC against such action, proceeding or claim.

ARTICLE IV – USE RESTRICTIONS

4.1. General. The following restrictions shall apply to the Lots; however, the ARC will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions. The ARC may, from time to time, establish additional written guidelines for the Subdivision. The restrictions set forth in this Declaration supplement local ordinances. Local ordinances also create restrictions. Please note that waiver of a restrictive covenant in this Declaration applies only to the restrictions set forth herein and not to local ordinances. Neither the Association nor the ARC can waive a violation of an ordinance.

4.2. Residential Building. No building or structure may be erected, placed or permitted to remain on any Lot other than one single-family dwelling, a swimming pool, and a detached structure. All dwellings must be new in construction. No detached structure may be constructed prior to the completion of the construction of the primary structure. No business or commercial building may be constructed on any Lot.

4.3. Building Restriction Lines. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lots shall be situated as approved by the ARC. No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements and sight triangles as shown on the Plans. Waiver of the fixed setback requirements is hereby granted for unintentional violations that do not exceed ten percent (10%) of the setback distance in question. In the event of any controversy between setbacks as shown on the Plans or as stated in other covenants, the Plans shall have dominance over these covenants. Variances of setback lines as set forth in this Declaration or the Plans may be granted or waived as set forth in Section 9.1; provided, however, the waiver referenced in this Section 4.3 shall only pertain to the Declaration and not local ordinances. As provided in this Section and in Section 9.1, only the County can release a Lot from violations of ordinances.

4.4. Approved Materials. All dwellings shall be constructed of approved materials including stucco, brick, hardy board, dimensional shingles, vinyl windows, vinyl fascia, vinyl soffit, vinyl porch ceilings, vinyl chimneys, and fiberglass doors, or such other materials as may be approved by the ARC. Roofs shall be of architectural shingles. In no event shall any used building be moved onto any Lot.

4.5. Driveways. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be concrete or other material approved by the ARC.

4.6. Swimming Pools and Recreational Facilities. All recreation facilities constructed or erected on a Lot, including, without limitation, swimming pools and any other play or recreational structures, platforms, playhouses, dog houses, or other structures of a similar kind or nature must be adequately walled, fenced, or landscaped in the manner specifically approved by the ARC before such facility is constructed or erected. Notwithstanding the foregoing, basketball goals not attached to a house are allowed without the prior approval of the ARC so long as they are kept in good condition. When not in use, permitted basketball goals must be screened behind a privacy fence or placed in the Owner's garage. Basketball goals attached to a house are

prohibited. Rules and Regulations further governing basketball goals may be adopted by the Association from time to time.

4.7. Garage. Unless otherwise specifically approved by the ARC, no building may be constructed separate and apart from the dwelling and each dwelling must have an enclosed garage to accommodate at least two (2) and not more than three (3) cars. No carports will be permitted. Garage doors may be front or side entry. Without prior written approval of the ARC, no garage may be enclosed permanently or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration and the approval of the ARC.

4.8. Non-Interference with Easements. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entryway, hedge, planting, tree, grass, fence or other improvement or landscaping located within the Common Area. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any Person or party benefiting from the easement or responsible for the maintenance of the easement.

4.9. Utility Connections. Connections for all utilities including, but not limited to, water, sewage, electricity, telephone, and television must be run underground from the connecting point therefrom to the dwelling in such a manner as is acceptable to the respective utility authority or company. Wells may be installed only for irrigation purposes.

4.10. Air Conditioning Units. No window or through the wall air conditioning unit or heater will be permitted on any Lot.

4.11. Mailboxes. Mailboxes shall be uniform in style, or approved by the ARC; provided, however, that if a centralized mailbox area is part of the Common Area, no mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted upon any Lot.

4.12. Antennae, Aerials, and Satellite Dishes. No antennae or aerial may be placed on any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed 36 inches in diameter. Satellite dishes may only be affixed to the rear of a home and must not be visible from the street in front of the building.

4.13. Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots, Common Area or adjacent roads unless construction of such clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling is approved by the ARC. Such approval shall not be unreasonably withheld pursuant to Fla. Stat. 163.04.

4.14. Signs. No sign of any kind shall be displayed to general view on any Lot (whether freestanding, attached to a building, or displayed in a window) except under any of the following circumstances: (i) directional or traffic signs and entrance or other identification signs may be installed by or with the consent of the appropriate governmental authority, by Declarant, or by the Board; (ii) Declarant and Principal Builder may display signs for the sale of Lots, homes and promotion of the Subdivision, the size and location of which shall be in their absolute discretion; (iii) one "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner; and (iv) a small sign indicating a security company may be displayed near the front door. No other signs may be displayed either inside or outside the building of any Lot except for special occasions such as garage sales or parties and then for a period not to exceed twenty-four (24) hours. Notwithstanding the foregoing or anything in this Declaration to the contrary, the ARC will, subject to the requirements of law, have absolute authority for approval of any signs.

4.15. Fences. Fences constructed or erected on any Lot shall be wooden shadow box fences or wooden privacy fences (rails facing inward to the Owner's Lot) and shall be six feet (6') from the final ground level to the top of the fence. No fence shall be constructed from the front property line to twenty feet (20') behind the corner of the Home's nearest front property line. Subject to the provisions of FS 373.185, all Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition. Fences or structures, including, but not limited to, landscaping and retaining walls, shall not be installed in any public drainage and access easements. These easements shall be accessible at all times.

4.16. Sheds. Sheds must be no higher than ten feet (10') from ground level and made from the same material as the residential dwelling on the Owner's Lot. Sheds must be located in the back yard of such Lot, placed in accordance with the ordinances and requirements of the applicable Governmental Authorities and enclosed on all sides by a wooden fence of six feet (6') in height.

4.17. Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building, is permitted on a Lot, nor shall any building that is unfinished on the exterior be occupied. This restriction does not apply to any temporary structure maintained for Lot sale and related purposes as provided in Section 4.19.

4.18. Docks. No dock may be constructed or erected on a Lot unless approved by the ARC and the applicable Governmental Authorities, and such dock must be constructed or erected in the manner specifically approved by the ARC and the applicable Governmental Authorities.

4.19. Completion of Construction and Repairs. Other than original new home construction, all construction of improvements of a Lot and the construction, repair, or remodeling of any improvement must be completed within twelve (12) months after commencement. All waste shall be contained during construction and any debris that becomes scattered shall be picked up immediately by the Person performing the construction.

4.20. Sales Offices. Notwithstanding anything in this Declaration to the contrary, Declarant and any other parties approved, in writing, by Declarant may construct and maintain sales offices, model homes, and sales trailers, together with a sign or signs relating thereto, on a Lot or Lots or on any other property within the Subdivision until such time as all of the Lots are sold.

4.21. Destruction or Damage to Subdivision Improvements. Owners will be responsible for any and all damage caused to Common Area or subdivision improvements including, but not limited to, curbs, gutters, water hydrants, sidewalks, power poles, or fences erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Owners will, during construction, create such barricades or fencing as is required to prevent erosion of soils onto Common Area, public roads, or other Lots and police the areas of trash caused by those constructing improvements to the Owner's Lot. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on such Owner's Lot.

4.22. Lot Drainage. No elevation or topography changes shall be permitted on any Lot which materially affects the surface grade or drainage on said Lot or any adjoining Lot or property. Fences or structures including, but not limited to, landscaping and retaining walls shall not be installed in any public drainage and access easements. These easements shall be accessible at all times.

4.23. Landscaping. Each Owner shall preserve, keep and maintain the landscaping on the Owner's Lot, including all sodded areas, in a healthy and attractive condition.

4.24. Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner. Such maintenance includes, but is not limited to: (i) keeping all improvements, parking areas, and driveways in good repair; (ii) repainting of dwellings, where applicable; (iii) repair of exterior damage to dwellings; (iii) keeping exterior lighting and mechanical facilities in good working order; and (iv) keeping all lawn, garden and green areas alive and attractive; properly mowed, trimmed, watered and fertilized, and free of weeds and vegetation destroying insects.

4.25. Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of the Owner's Lot. No Owner shall permit any thing or any condition to exist upon any Lot, which shall induce, breed, or harbor plant disease or noxious insects.

4.26. Litter, Trash, and Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Lot on the day designated for pickup and promptly returned to the proper storage area as soon as possible.

4.27. Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within the Subdivision is strictly prohibited.

4.28. Oil and Mining Operations. No oil exploration, oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

4.29. Parking of Wheeled Vehicles, Boats, and Water Vessels.

(a) Cars and trucks must be kept at all times completely inside a garage or on the driveway and are not permitted to be parked elsewhere on a Lot or on a street within the Subdivision except as otherwise specifically permitted in this Paragraph. Private cars or private trucks owned by an Owner and an Owner's guest, including private cars or private trucks with an Owner's personal business advertisement displayed on them, may be parked in the Owner's driveway. Additionally, vehicles used by an Owner for emergency, regulatory, law enforcement, and other public services may be parked in the Owner's driveway at all times. Commercial vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Emergency vehicles shall be allowed on any Lot or Common Area for lawfully performed emergency, regulatory, law enforcement, and other public services. No cars or trucks may be repaired or maintained on or adjacent to a Lot, except within a garage.

(b) Boats, water vessels, motorhomes, travel trailers, campers, golf carts, motorcycles, and ATVs (collectively called "Recreational Vehicles") must be kept at all times completely inside a garage or parked on the Lot completely screened behind a six-foot (6') wooden privacy fence and are not permitted to be parked on a street or roadway. Recreational Vehicles must be well maintained. No Recreational Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage.

(c) Vehicles engaged in the construction of Subdivision improvements or dwellings on behalf of Declarant or Principal Builder will be permitted within the Subdivision for such purposes.

(d) Storage of commercial transport or delivery vehicles including, but not limited to, tractor trailers and heavy equipment are strictly prohibited. No vehicle of any size which transports inflammatory or explosive cargo may be kept, parked or stored.

(e) No automobile, truck, Recreational Vehicle or other vehicle, regardless of ownership, age, condition, or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Association.

4.30. Use of Boats and Water Equipment. No motorized boats or other water vessels, except for those with electric motors, may be used in the Private Lake.

4.31. Pets. Up to two "household pets" may be kept at a Lot. All other pets and animals are strictly forbidden to be kept, bred, or maintained within the Subdivision. A "household pet" is a dog, cat, or other common domestic animal approved by the ARC. In no event may any pet, including household pets, be kept, bred, or maintained for any commercial purpose. Each Owner will be strictly responsible for the behavior of his or her household pets. An Owner may not permit

the household pet to become a nuisance or annoyance to other Owners. Each Owner will be responsible to immediately collect and dispose of waste and litter from the Owner's pets. Pets will not be allowed on the Common Area except in designated areas (if any).

4.32. Retention Swales and Private Drainage Easements. Declarant hereby reserves unto the Association and applicable Governmental Authorities a right of entry on and across all retention swales and private drainage easements for purposes of improving and/or maintaining these areas should it desire to do so (although it is not obligated to do so) with the cost assessed to the affected Owners as an Individual Lot Assessment (per Section 7.6 herein). Within such areas, no structure, improvements, or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Owner which might appear unsightly, destroy or adversely affect the natural buffer or drainage mechanism inherently provided by such areas, or obstruct or interfere with any improvements made by the Association or maintained thereon by the Association. These areas shall be maintained by the Owners of the Lots upon which they are located in a natural state, except for those improvements, if any, made by the Association. The Association shall have the authority to formulate the maintenance requirements of the areas to ensure proper drainage and functioning of the areas and shall have the right to impose such requirements upon the Owners. Fences or structures including, but not limited to, landscaping and retaining walls shall not be installed in the public drainage and access easements. These easements shall be accessible at all times.

4.33. Flag Poles. Except as otherwise provided in FS 720.304(2)(b), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

4.34. Hurricane Protection. The installation, enhancement, or replacement of any hurricane protection by an Owner shall conform to the specifications adopted by the Board, ARC or other such similar committee, in accordance with Section 3.2(g).

4.35. Further Subdivision or Replat of Lots. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be re-subdivided into an equal or lesser number of contiguous Lots provided that all County regulations and ordinances applicable to the Lots are complied with. An Owner may also, by recording an instrument to that effect in the Public Records, combine two or more Lots for a single home site, whereupon the combined property will be deemed to be two or more separate Lots for all purposes, except that it shall be deemed to be a single Lot for the purposes set forth in this Declaration. Declarant shall have the right to modify the Plans to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. Declarant may make other adjustments to the Lot boundary lines if Owners are not materially affected or if all Owners who will be materially affected consent to the modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing to a request for the Owner's consent. Notwithstanding the foregoing, Declarant also may replat a Lot or Lots to Common Area, whereupon such replatted Lot or Lots will no longer be deemed a "Lot." Declarant also may establish additional easements on a Lot or Lots Declarant or Principal Builder owns without the consent of the other Owners.

4.36. Conversion of Lots to Other Uses. Notwithstanding anything herein to the contrary, Declarant reserves the right to: (a) use any Lot owned by it for the purpose of ingress and egress

to any adjoining property; (b) cause any Lot owned by it to be platted as a right of way; (c) impose additional easements on any Lot owned by Declarant; and (d) convert all or a portion of any Lot owned by it to Common Area.

ARTICLE V – GRANT AND RESERVATION OF EASEMENTS

5.1 Easements in favor of Owner. Each Owner has the benefit of certain easements and the responsibility for others. Each Owner, his heirs, successors and assigns, is hereby granted the following perpetual easements:

(a) Owners' Easement of Enjoyment of the Common Area. Every Owner will have a right and easement of enjoyment in and to the Common Area, subject to the restrictions imposed in this Declaration, the Plans, any conservation easements encumbering the Common Area, Rules and Regulations and the SMS Permit. This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, and the Bylaws, may delegate the Owner's right to enjoyment of the Common Area to the Owner's family, tenants, and guests. The Board may suspend the right of any Owner, Owner's tenant, guest, or invitee, to use the Common Area and facilities for the failure of the Owner, Owner's tenant, occupant, licensee, guest or invitee to comply with any provision of the Declaration, Bylaws, or the Rules and Regulations.

(b) Owners' Easement for Ingress and Egress. Each Owner, together with such Owner's family, tenants, contractors and guests, will have a non-exclusive right and easement, subject to the restrictions imposed in this Declaration, for ingress and egress to and from the Owner's Lot, over and across the roads, streets, drives, alleys and access easements as depicted on the Plans.

(c) Owners' Easement for Ingress and Egress to and from Private Lake. Each Owner, together with such Owner's family, tenants, and guests, will have a non-exclusive right and easement for ingress and egress to and from the Private Lake, as more particularly described and depicted on **Exhibit D** attached hereto and incorporated herein.

(d) Owners' Easements for Utilities. Each Owner, their successors and assigns, subject to the restrictions imposed in this Declaration, for the use and benefit of each Owner, their successors, assigns, tenants, contractors and utility service providers, shall have the non-exclusive right and easement in, under, through, on, over and across the Common Area for the purpose of providing, but only to the extent necessary to provide, to the Owner's Lot, all utilities that may be required or desired by each Owner. Declarant shall make initial placement on the Common Area of the facilities for each particular utility. Thereafter, except as specifically provided in this Declaration to the contrary, the utility service providers may adjust, move or modify the location of such utility facilities then existing on the Common Area and any future utility facilities on the Common Area without amending this Declaration; provided, however, that (i) the utility service related to the particular utility facility to be or being adjusted, moved or modified shall continue to be adequately provided to other Owners during such period of being adjusted, moved or modified; and (ii) during any repair, maintenance, adjustment, movement or modification of any utility facilities, other Owners shall not be unreasonably inconvenienced or disrupted thereby. The Owner will not have the right to the installation of utilities where such utilities are not installed in

the Common Area and available to other similarly situated Lots.

(e) Owners' Easements for Stormwater. Every Owner, subject to the restrictions imposed in this Declaration, will have a non-exclusive right and easement to discharge stormwater under, through, on, over and across any portion of the SMS including, without limitation, any existing detention or retention pond(s) and/or stormwater sewers on the Common Area for the purpose of removing and discharging from the Lots any and all stormwater that may accumulate or otherwise be on the Lots. Except as specifically provided in this Agreement to the contrary, the Association, with respect to the Common Area, may adjust, move or modify elements of the SMS including any existing detention or retention pond(s) and/or storm sewers on the Common Area without amending this Declaration so long as such detention or retention pond(s) and/or storm sewers continue to adequately remove and discharge from the Lots any and all stormwater that may accumulate or otherwise be on the Lots. Nothing herein shall be construed to grant an Owner the right to enter the Common Area or make any modifications to the SMS on the Common Area.

(f) Indemnification. Each Owner, his successors and assigns, for himself and his family, tenants, contractors and guests, agrees to indemnify and hold Association and Declarant, their successors and assigns, harmless, blameless and free of any and all loss, cause, damage or claim whatsoever arising from or in any way related to the use, occupancy, control or possession of any portion of the Common Area used by Owner for the purposes set forth hereinabove, or the acts or conduct of the Owner or the Owner's family, tenants, contractors or guests, including any attorney's fees or costs incurred or related to any claim related to or arising from such use, occupancy, control, possession, acts or conduct.

(g) Binding Effect. The easements set forth in this Section 5.1 will be appurtenant to and shall pass with title to every Lot.

5.2 Easements in Favor of Declarant and Association. Declarant reserves for itself, its successors and assigns, the Association, and Governmental Authorities, the following perpetual easements:

(a) Declarant's Easement for Ingress and Egress. A non-exclusive easement, subject to the restrictions imposed in this Declaration, for the use and benefit of Declarant, its contractors, employees, agents, guests and invitees for ingress and egress to and from the Declarant's property, over and across the Common Area including, without limitation, roads, streets, drives, alleys and access easements as depicted on the Plans.

(b) Utilities. Easements, for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, upon all property subject to any public utility easements. This easement shall automatically be deemed abandoned as to the interior side lot lines if two or more Lots are combined into a single home site.

(c) Stormwater. A non-exclusive right and easement to discharge stormwater under, through, on, over and across the SMS, including, without limitation, any existing detention or retention pond(s) and/or stormwater sewers on the Common Area and any stormwater utility

easement depicted on the Plans, for the purpose of removing and discharging from any property owned by Declarant, its successors and assigns, including, without limitation, the Association, any and all stormwater that may accumulate or otherwise be on any property owned by Declarant. Except as specifically provided in this Declaration to the contrary, the Declarant and/or the Association, with respect to the Common Area, may adjust, move or modify any existing detention or retention pond(s) and/or storm sewers on the Common Area without amending this Declaration so long as such detention or retention pond(s) and/or storm sewers continue to adequately remove and discharge from the Lots any and all stormwater that may accumulate or otherwise be on the Lots.

(d) Promotion of the Subdivision. So long as Declarant owns one or more Lots, Declarant, and its successors and assigns, in its sole and absolute discretion, shall have an easement upon the Common Area for the installation, maintenance and repair of signage advertising the Subdivision and Declarant's Lots, including those promoting any and all special functions and/or events for the promotion and sale of Lots within the Subdivision, and for access in, under, through, on, over and across the Common Area for the purpose of providing the installation, maintenance, repair and illumination of said signage. Declarant, its successors and assigns, and permitted members of the public shall also have a right and non-exclusive easement of access and use over all roadways located within the Subdivision and reasonably necessary to travel from and to the entrance to the Subdivision and reasonably necessary for the promotion and sale of Lots within the Subdivision, including the right to park their vehicles on the roadways located within the Subdivision at reasonable times before, during and after any promotional functions (e.g., Parade of Homes or Open House) and/or events held or sponsored by the Declarant for the promotion and/or sale of Lots within the Subdivision.

(e) Police Powers; Security. A blanket easement throughout the Subdivision for police powers and services supplied by the local, state, and federal governments.

(f) Sign Easement. The Association shall have an easement over, across and through any areas designated for the placement of an entrance sign within the Subdivision. The purpose of the foregoing easement is for constructing and maintaining entrance signs for the Subdivision.

(g) Binding Effect. The easements in favor of the Declarant will be appurtenant to and shall pass with title to property owned by the Declarant.

5.3 Maintenance of Easements. The Declarant and all Owners hereby acknowledge that their respective use of the Common Area, including the use of their respective contractors, employees and guests may cause normal wear, tear and damage to the Common Area. Each party shall maintain and repair that portion of the access, stormwater and utilities easements located on their respective parcel so that the same shall remain in a condition reasonably suitable to permit use thereof. The Association shall not be liable for any damage to the Common Area due to the negligence or intentional act of the Owners, their contractors, employees and guests or for such injury or damage as set forth in Section 6.8. The Association hereby agrees to maintain the Common Area at its own expense, holding Declarant free and clear from any liability for maintenance of any portion of the Common Area except to the extent the need to perform such

maintenance is due to the negligence or intentional act of the Declarant.

5.4 Maintenance of Drainage Easement Areas. The Declarant and the Association, their employees and contractors, are hereby granted an easement over and across any property located within the Plans and the Subdivision, including the Lots, which is necessary or convenient for the Declarant and/or the Association to perform their maintenance and repair obligations hereunder; provided, however, that such easement is released with respect to any portion of a Lot to the extent of an improvement on such Lot. Such right expressly includes the right to take any action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The rights granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

Additionally, those certain portions of the Drainage Easement which are located on an individual Lot are to be maintained by the Owner of such Lot and those certain portions of the Drainage Easement located on the Common Area are to be maintained by the Association. The Drainage Easement shall be vegetated at the time of construction, with the vegetation and configuration of the swales to be maintained as constructed. The swales within the Drainage Easement shall not be filled with soil, yard debris, or any temporary shed or buildings, and any and all fences constructed across a swale area shall be constructed so as not to impede the flow of stormwater.

ARTICLE VI – COMMON AREA

The Association will own and maintain the Common Area for the benefit of all Members and, when necessary, improve, convey, or lease the Common Area.

6.1. Title to Common Area.

(a) Ownership. The Common Area will be owned by the Association for the benefit of all Owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Area. After termination of the Class B Membership, the Association may (with the consent of Declarant) sell or lease any part of the Common Area; however, membership approval is not needed for the Board to sell personal property or to grant easements on the Common Area.

(c) Dedication. If the county or municipal government requests that the Association convey title to or dedicate the Common Area or any portion thereof to the public, the Association will be authorized to make such conveyance or dedication, but only with the approval

of the Members. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

6.2. Obligation of Association to Take Title to Common Area and Permits. The following provisions shall not be amended by the Association:

(a) Obligation to Take Title. The Declarant shall convey or cause to be conveyed title in the Common Area to the Association, in one or more conveyances and at such time as in its sole discretion it deems appropriate. The Association shall accept such title and shall not have the right to decline the conveyance. Delivery of the deed of conveyance to the Association shall be conclusively presumed upon recording the deed. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for ingress, egress, drainage, and public utilities in favor of any Governmental Authorities or private parties as deemed appropriate by the Declarant. Upon recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by the Declarant.

(b) Obligation to Accept and Comply with Permits. The Declarant may have obtained land development, construction, and other permits from applicable Governmental Authorities and third parties that were necessary to develop and improve the Subdivision, including, but not limited to the SMS Permit. Permits of this nature include, but are not limited to, permits for stormwater management, water wells, conservation operations, landscaping, maintenance and other matters, and may have been issued by the Governmental Authorities or other permitting agencies. The Declarant shall have the absolute right to transfer the permits to the County or the Association, as applicable, at the appropriate time, and, if to the Association, the Association is obligated to accept the transfer and comply with the permits thereafter.

(c) THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN.

6.3. Maintenance; Management; Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, and improvement of the Common Area and must keep the same attractive, clean, and in good repair in accordance with the Declaration and applicable governmental regulations. The costs for such maintenance to be included within the General Assessment.

(b) Management Agreements. The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management cost will be included within the General Assessment.

6.4. Capital Improvements. The Association may make capital improvements to the Common Area and may modify the use of the Common Area.

6.5. Damage or Destruction of Common Area by Owner. If any Owner or any guest, tenant, licensee, agent, employee, family member, or pet of an Owner damages any of the Common Area as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of the Owner and will become an Individual Lot Assessment payable by the responsible Owner.

6.6. Compliance with Laws. Lots and the Common Area may be used and must be maintained in accordance with all applicable law, ordinances, and regulations including, without limitation, all regulations and requirements of the Governmental Authorities.

6.7. SMS. The Association shall be responsible for the maintenance, operation, and repair of the SMS. The Association shall have the right to conduct any necessary repair and/or maintenance to the SMS in compliance with the SMS Permit issued by DEP. Repair and maintenance of the SMS shall mean the exercise of practices that allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by DEP. Any repair or reconstruction of the SMS shall be as permitted, or if modified, as approved by the Governmental Authorities. The Association shall also maintain and control the water level and quality of the SMS, the bottom of the Private Lake and any retention ponds, swales or easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any portion of the SMS.

Declarant and the Association shall have the right to adopt reasonable Rules and Regulations from time to time in connection with the use of the surface waters of any portion of the SMS and shall have the right to deny such use to any Person who, in the opinion of the Declarant or Association, may create or participate in a disturbance or nuisance on any part of the SMS. The use of such surface waters by the Owners shall be subject to and limited by the Rules and Regulations of the Declarant and the Association, all permits issued by governmental authorities and any rights granted to other Persons pursuant to all Rules and Regulations of Declarant and the Association. Only Declarant and the Association shall have the right to pump or otherwise remove any water from any part of the SMS for purpose of irrigation or any other use.

Notwithstanding any other provisions contained elsewhere in this Declaration, the Governmental Authorities shall have the rights and powers enumerated in this Section. The Governmental Authorities shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS. Any repair or reconstruction of the SMS shall be as permitted, or if modified, as approved by the Governmental Authorities. No Person shall alter the drainage flow of the SMS, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the Governmental Authorities. Any amendment to this Declaration that alters the SMS, beyond maintenance in its original condition, including the water management portions of the Common Area, must have prior written approval of the Governmental Authorities. Any amendment to this Declaration that alters the SMS, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have prior written approval of the Governmental Authorities. In the event that the Association is dissolved, prior to such dissolution, all responsibilities relating to the SMS must be assigned to and accepted by an entity approved by the Governmental Authorities, and all responsibilities relating to the SMS must be assigned to and accepted by an entity approved by the Governmental Authorities.

Declarant may, but shall not be required to, assume certain duties and liabilities for the maintenance of the SMS. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the SMS occasioned in whole or in part by any action, omission of the Association or its agents, contractors, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the SMS, Declarant shall assign all its rights, obligations, and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom. The Association's obligations to assume the responsibilities of the Declarant hereunder are not subject to amendment of this Declaration.

NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH ANY RETENTION PONDS AND PRIVATE DRAINAGE EASEMENTS OR ANY PART OF THE SMS. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM LIABILITY IN CONNECTION THEREWITH. NEITHER DECLARANT NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, ARC MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY APPLICABLE GOVERNMENTAL AUTHORITIES. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID

AREAS SHALL BE DEEMED BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

EACH OWNER HEREBY ACKNOWLEDGES THAT THEY HAVE RECEIVED THE WARNING THAT SWIMMING IN OR IN ANY WAY ENTERING THE PRIVATE LAKE OR ANY RETENTION PONDS WITHIN THE SUBDIVISION IS STRICTLY PROHIBITED, EXCEPT AS OTHERWISE PROVIDED HEREIN, AND EACH OWNER EXPRESSLY ASSUMES ALL RISK OF SUCH ACTIVITIES FOR THEMSELVES, THEIR GUESTS AND INVITEES, AND WILL HOLD THE ASSOCIATION AND DECLARANT HARMLESS FOR LIABILITY ARISING FROM THE PRIVATE LAKE OR ANY RETENTION PONDS WITHIN THE SUBDIVISION OR OTHERWISE USED IN CONNECTION WITH THE SUBDIVISION.

FURTHER, OWNERS, OCCUPANTS AND THEIR GUESTS SHALL USE AND ENJOY THE COMMON AREA AT THEIR OWN RISK AND SHALL ASSUME SOLE RESPONSIBILITY FOR THEIR PERSONAL BELONGINGS USED OR STORED THERE. THE ASSOCIATION, THE DECLARANT AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS SHALL NOT BE HELD LIABLE FOR PERSONAL INJURY TO ANY PERSON, NOR FOR LOSS OR DAMAGE TO PERSONAL BELONGINGS USED OR STORED ON ANY OF THE COMMON AREA. FOR THE AVOIDANCE OF DOUBT, THE ASSOCIATION SHALL NOT BE LIABLE FOR INJURY OR DAMAGE TO ANY PERSON OR PROPERTY: (A) CAUSED BY THE ELEMENTS OR BY AN OWNER OR ANY OTHER PERSON; (B) RESULTING FROM ANY RAIN OR OTHER SURFACE WATER WHICH MAY LEAK OR FLOW FROM ANY STREET, PIPE, PLUMBING, DRAIN, CONDUIT, APPLIANCE, EQUIPMENT, SECURITY SYSTEM, OR UTILITY LINE OR FACILITY, THE RESPONSIBILITY FOR THE MAINTENANCE OF WHICH IS THAT OF THE ASSOCIATION; OR (C) CAUSED BY ANY STREET, PIPE, PLUMBING, DRAIN, CONDUIT, APPLIANCE, EQUIPMENT, SECURITY SYSTEM, UTILITY LINE, FACILITY OR FROM ANY PORTION OF THE COMMON AREA, THE RESPONSIBILITY FOR THE MAINTENANCE OF WHICH IS THAT OF THE ASSOCIATION, BECOMING OUT OF REPAIR. NOR SHALL THE ASSOCIATION BE LIABLE TO ANY OWNER OR OCCUPANT FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY OF SUCH OWNER OR OCCUPANT.

ARTICLE VII – COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided among the Members by means of Assessments in accordance with this Declaration. To ensure that the Association has a reliable source of funds and to protect those Members who contribute their share, Assessments are mandatory and are secured both by a lien on the Lots and the Member's personal obligation.

7.1 Obligations for Assessments. Declarant covenants for each Lot upon which a completed home has been constructed, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant

and agree to pay to the Association the Assessments including:

- (a) General Assessments;
- (b) Special Assessments; and
- (c) Individual Lot Assessments.

7.2 Guarantee of Class B Member. The Class B Member agrees that, until the end of the first fiscal year of the Association or such extended period as set forth hereinbelow, it will guarantee that the General Assessments shall not exceed \$250.00 per Lot per year during the first fiscal year of the Association and an increase of five percent (5%) on each anniversary thereof. The Class B Member will be exempt from General Assessments in consideration of its guarantee. The Class B Member may elect to renew the Budget Guarantee for one or more additional fiscal years, during which the Class B Member will not be liable for any Assessments on any Lots it owns. Such election shall be deemed to occur on an annual basis unless, prior to the end of the fiscal year of the Association, the Class B Member gives notice of its intention to not elect to renew its guarantee. A Lot exempt from Assessments pursuant to this Section is referred to as an "Exempt Lot."

7.3 Equitable Division of Assessments. The General Assessment and Special Assessments shall be assessed among all Lots equally, except that Exempt Lots will not be subject to assessment. The General Assessment will be assessed on Lots at the rate established by the Board.

7.4 General Assessment.

(a) Establishment by Board. The Board will set the date or dates the General Assessment will be due, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

(b) Exempt Lots. All of Declarant's Lots shall be exempt forever to the extent allowed by Florida law.

(c) Late Fee and Interest. The Board may impose a reasonable late fee. Additionally, interest will accrue at the highest lawful rate on delinquent payments.

7.5 Special Assessment. In addition to the General Assessment, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

(a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

(c) Exemption. Exempt Lots will not be subject to Special Assessments, nor will an Exempt Lot be subject to payment of any Special Assessment or any portion thereof declared or assessed while such Lot was an Exempt Lot even if payments for such Special Assessments are made in installments becoming due subsequent to the time such Lot no longer is considered an Exempt Lot. [For example, if a Special Assessment is declared on January 1 while Lot 7 is an Exempt Lot, but the payment of the Special Assessment is not required until March of the same year, then even if Lot 7 is not an Exempt Lot as of February of such year, Lot 7 still will be considered exempt from such Special Assessment.]

7.6 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

7.7 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fees, interest, and costs of collection when delinquent, including reasonable attorneys' fees (pre-suit or post-suit) whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the Person who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of Section 7.7(d).

(c) Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both, as provided in FS 720.3085. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale to acquire, hold, lease, mortgage, and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer. The transferees of such Lot shall be liable for any Assessments coming due after the sale or transfer.

(e) Other Remedies. Subject to applicable law and as set forth in Article IX, the Association may assess fines and suspend the use of Common Area and facilities, and voting

rights of any Member, Owner, or any Member or Owner's occupant, tenant, guest, licensee, or invitee for any period for failure to comply with any provision of the governing documents, or during which any Assessments against the Owner's Lot remain unpaid.

7.8 Certificate of Payment. The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of Assessments through the date of the certificate.

ARTICLE VIII – INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

8.1. Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

8.2. Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Area.

8.3. Public Liability. The Board shall obtain public liability insurance, in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Area. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners. Such insurance must always name Declarant as an additional insured until fifty (50) years after the date of this Declaration.

8.4. Association Management. Unless waived annually by a majority of the voting interests present at a properly called Association meeting, the Association is required to maintain insurance or a fidelity bond for all Persons who control or disburse funds of the Association in an amount to cover the maximum funds that will be in the custody of the Association or its management at any one time. The term "Persons who control or disburse funds of the Association" shall include, but not be limited to, all individuals authorized to sign checks on behalf of the Association, the Association's President, Secretary, Treasurer and the Association's Manager. The cost of such insurance shall be included as a common expense of the Association.

8.5. Director's Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

8.6. Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

8.7. Repair and Reconstruction after Fire or Other Casualty. If fire or other casualty damages or destroys any of the Common Area, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

8.8. Indemnity of Declarant. In consideration of Declarant conveying the Common Area to the Association, the Association and each Owner releases, indemnifies, and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Common Area and shall defend Declarant against all claims of any third party. Such indemnity includes any attorneys' fees and costs incurred by Declarant at trial and on appeal.

8.9. Attorney Fees. In the event of any litigation arising out of this Declaration, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorney's fees at all trial and appellate levels and post-judgment proceedings.

ARTICLE IX – ENFORCEMENT

This Article provides for the enforcement of the covenants, conditions and restrictions contained in the Declaration and the procedure for enforcement and imposition of fines, suspensions and other remedies.

9.1. Release from Minor Violations. Declarant and the ARC or either of them shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration or the Plans including, without limitation: (a) encroachments into easements; (b) encroachments over building restriction lines; and (c) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least ninety-five percent (95%) of the required minimum. Notwithstanding the foregoing, only the County can release a Lot from violations of an ordinance or an encroachment of an easement in favor of Santa Rosa County.

9.2. Enforcement. In addition to the enforcement provisions set forth in Section 3.2(f), the covenants and restrictions contained in this Declaration may be enforced by Declarant, the Association, any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any Person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The Governmental Authorities will have the right to enforce, by proceedings at law or in equity, the provisions contained in the Declaration

that relate to the maintenance, operation, and repair of the SMS. ALL PARTIES AGREE THAT ANY DISPUTE SHALL BE DETERMINED BY A JUDGE AND NOT A JURY AND WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF THIS DECLARATION OR AMENDMENTS.

9.3. Member Fines and Suspensions. In compliance with FS 720.305(2), the Board may levy reasonable fines or suspensions.

(a) Fines. Up to \$100.00 per violation against any Member, Owner, or any Member's or Owner's occupant, tenant, guest, licensee, or invitee for the failure to comply with any provision of the Declaration, Bylaws, or Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Lot, however, an aggregate fine of \$1,000.00 or more may be converted into a lien against the Lot by recordation. Any such lien is effective upon recording, but relates back to and has priority as of the date of the recording of this Declaration and is subject to the subordination provisions of Section 7.7(d). In any action to recover a fine or foreclose a lien, the prevailing party is entitled to reasonable attorneys' fees and costs from the non-prevailing party as determined by the court.

(b) Suspensions. In addition, the Board may suspend the right of any Member, Owner, or any Member's or Owner's occupant, tenant, guest, licensee, or invitee, to use the Common Area and facilities for the failure to comply with any provision of the Declaration, Bylaws, or Rules and Regulations. Any suspension does not apply to: any portion of Common Area used to provide access or utility services to the Lot; or vehicular and pedestrian ingress to and egress from the parcel including, but limited to, the right to park.

(c) Fines and Suspensions Committee.

(i) The Board shall appoint a Fines and Suspensions Committee (the "Committee") of no less than three Members.

(ii) A fine or suspension may not be imposed by the Board without a minimum of fourteen (14) days notice to the Owner(s) and Member(s) and if applicable, occupant, tenant, guest, licensee or invitee and an opportunity to be heard before the Committee. To ensure all Members or other Persons against whom a fine or suspension is levied by the Board are equally afforded an opportunity to be heard, the Committee will hear all fines and suspensions of the right to use Common Area and facilities levied by the Board.

(iii) The Committee's role shall be limited to confirmation or rejection of a fine or suspension levied by the Board. A fine or suspension must be confirmed by a majority vote of the Committee prior to imposition by the Board. If a fine or suspension is not approved by majority vote of the Committee, the fine or suspension shall not be imposed.

9.4. Board Procedure for Imposition of Fines, Suspensions of the Use of Common Area and Facilities and the Suspension of Voting Rights.

(a) If confirmed by the Committee, the Board's proposed fine or suspension of

the right to use Common Area and facilities is imposed without further Board action. If imposed, the Association must provide written notice of the fine or suspension by U.S. Mail or hand delivery to the Member, Owner and, if applicable, occupant, tenant, guest, licensee or invitee. Payment for any fine imposed is due on or before five (5) days from the date of the Committee meeting at which the fine was approved. Any suspension is effective on the date of the written notice.

(b) If a Member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Board may suspend the rights of the Member, Owner, or any Member or Owner's occupant, tenant, guest, licensee, or invitee to use Common Area and facilities until the fee, fine or other monetary obligation is paid in full. This suspension does not apply to that portion of Common Area used to provide access or utility services to the Lot. A suspension may not prohibit a Member, Owner, occupant, tenant, guest or invitee from having vehicular and pedestrian ingress and egress from the Lot including, but not limited to, the right to park. The notice and hearing requirements in Section 9.3, above, do not apply to a suspension under this provision. The suspension must be approved at a properly noticed meeting of the Board. Upon approval, the Board must notify the Member, Owner, and any Member's or Owner's occupant, tenant, guest, licensee, or invitee by U.S. Mail or hand delivery.

(c) The Board may also suspend the voting rights of a Member or Owner for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot, Member or Owner which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action by this Declaration. The notice and hearing requirements in Section 9.3, above, do not apply to a suspension under this provision. The suspension imposed under this provision shall terminate upon full payment of the delinquent monetary obligation due or overdue to the Association. The suspension must be approved at a properly noticed meeting of the Board. Upon approval, the Board must notify the Member or Owner by U.S. Mail or hand delivery.

9.5. Owner's Failure to Maintain Lot. If an Owner shall fail to maintain his or her Lot or any improvements located thereon in compliance with the covenants and restrictions contained in this Declaration and all other governing documents, the Association shall have the right and may, through its agents, employees, and contractors, enter into or upon said Lot and repair, maintain, and restore the Lot and/or the exterior portions of any building or improvement located on the Lot. The cost of such repair, maintenance, or restoration, together with a reasonable administrative charge shall be charged against the Lot as an individual Lot Assessment. Before the Association may enter into or upon said Lot, a written notice shall be mailed to the owner at the address for the Owner on record with the Association informing the Owner of the Lot violation(s). If the Owner fails to correct the Lot violation(s) within thirty (30) days from the receipt of the notice, the Association may immediately enter onto or upon said Lot in order to repair, maintain, or restore the Lot. The thirty (30) day notice requirement contained in this Section 9.5 is waived in the event of an emergency.

9.6. Tenant Violations. In addition to the remedies provided above, in the event the Association determines that a tenant is in violation of the Declaration or the Rules and Regulations, the Association shall notify the Owner and the tenant of the violation and afford the tenant and the Owner an opportunity for a hearing. If the violation continues for fifteen (15) days, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed for a Lot hereby irrevocably appoints the Association as its attorney in fact and agent in such an eviction action. All costs related to such action shall be the responsibility of the Owner and shall constitute an Individual Lot Assessment.

ARTICLE X – STORMWATER MANAGEMENT SYSTEM

10.1 General. The Association shall be responsible for maintenance, operation, and repair of the SMS. Maintenance of the SMS shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by DEP. Any repair or reconstruction of the SMS shall be as permitted, or if modified, as approved by DEP. NOTWITHSTANDING THE FOREGOING, THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

(a) Except as permitted by the SMS Permit, no construction activities may be conducted relative to any portion of the SMS without the prior written consent of DEP. 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 SMS. To the extent there exists within the Subdivision any 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 DEP. Routine and custodial maintenance activities which are consistent with the design and permit conditions approved by DEP in the SMS Permit may be conducted without specific written approval from DEP.

(b) No Owner or other Person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association or any appropriate Governmental Authority that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot 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 or applicable Governmental Authority. No Person other than the Declarant 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.

(d) All the SMS, excluding those areas (if any) maintained by a Governmental Authority, will be the ultimate responsibility of the Association. The Association may enter any Lot or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore the SMS.

(e) Nothing in this Section 10.1 shall be construed to allow any Person to construct any new water management facility, or to alter any SMS, without first obtaining the necessary permits from all Governmental Authorities having jurisdiction, including DEP, and obtaining approval from the Declarant and/or the Association.

(f) DEP shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SMS.

(g) Any amendment of the Declaration affecting the SMS or the operation and maintenance of the SMS shall have the prior written approval of DEP.

(h) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the SMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by DEP prior to such termination, dissolution or liquidation.

(i) No owner of property within the Subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the SMS Permit and Plat, unless prior approval is received from DEP Regulation Department.

(j) Each Owner within the Subdivision at the time of the construction of a building, residence, or structure shall comply with the construction plans for the Subdivision including the SMS as approved and on file with DEP and/or the County.

(k) 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 DEP.

(l) Fences or structures including, but not limited to, landscaping and retaining walls shall not be installed in any public or private drainage and access easements. These easements shall be accessible at all times.

(m) The Declarant shall have the absolute right to transfer the SMS Permit and any other permits for the SMS to the Association, as applicable, at the appropriate time, and, if to the Association, the Association is obligated to accept the transfer and comply with such permits thereafter.

(n) The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the SMS. The assessments shall be used for the maintenance and repair of the SMS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

10.2 Proviso. Any amendment to the Declaration that alters the SMS, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of DEP.

ARTICLE XI – GENERAL PROVISIONS

This Article XI sets forth rules of interpreting the Declaration and amending the Declaration.

11.1. Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

11.2. Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

11.3. Notices. Notices shall be given as to Owners by posting at the Owner's dwelling or vacant Lot, or mailing first-class postage prepaid to the Owner's address maintained by the Association, or by posting a notice applicable to all Owners at the Common Area, and as to Declarant, by sending certified mail to the corporate address of Declarant filed with the Florida Secretary of State.

11.4. Amendment.

(a) Subject to the provisions of Section 11.5, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Lots, to amend this Declaration without the consent or joinder of any party to: (i) conform to the requirements of Governmental Authorities, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

(b) Subject to the provisions of Section 11.5 and applicable law, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, as long as said amendment is made in good faith and is not arbitrary or capricious, does not destroy the general plan of the development, does not prejudice the rights of the Members to enjoy the benefits of Common Area, does not materially shift the economic burdens from the Declarant to the Members and no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

(c) Subject to the provisions of Section 11.5 and applicable law, this Declaration may be amended by consent of Owners of fifty percent (50%) or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records, provided that no such amendment will be effective without the consent of Declarant, or its assigns, until Declarant and its affiliates own no Lots within the Subdivision. Within thirty (30) days of the recording of an amendment in the Public Records, the Association shall provide copies of the Amendment to all of the Members.

(d) Declarant, without the consent of any party, may bring within the scheme of this Declaration additional land by Supplemental Declaration in accordance with the procedures set forth in Section 2.2.

(e) Any amendment to the Declaration that would alter the SMS, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior approval of DEP or other applicable Governmental Authorities.

11.5. Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on thirty percent (30%) or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within thirty (30) days after the request is received. If a Mortgagee does not respond within sixty (60) days after the date of mailing of the written notice, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This Section shall not apply or be construed as a limitation on those rights of Declarant, the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

11.6. Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

11.7. Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

11.8. Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Declarant or increasing the liabilities of or duties imposed on Declarant will not be incorporated into this Declaration by reference. All other

references to applicable laws and regulations will incorporate amendments to those laws and regulations.

11.9. Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year before the termination of the 90-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by a majority of all Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the 90-year term or the 10-year extension during which such instrument was recorded, as the case may be.

11.10. Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in Santa Rosa County, Florida.

11.11. **DISCLAIMER OF REPRESENTATIONS OR WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. THIS SECTION 11.11 SHALL NOT BE AMENDED.

(end of text – signature pages to follow)

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

WITNESSES:

Sophie Day
 Print Name: Sophie Day
 Address: 127 S Palmetto Ste 200
Pensacola, FL 32502
Madison Leonard
 Print Name: Madison Leonard
 Address: 127 S Palmetto Ste 200
Pensacola, FL 32502

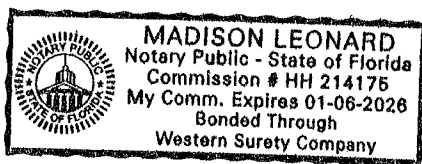
DECLARANT:

TIMBERLAND HOMEBUILDERS LLC, a
 Florida liability company

Trevor Walters
 By: Trevor Walters
 Its: Manager

STATE OF FLORIDA
 COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 29th day of May, 2025, by Trevor Walters as Manager of Timberland Homebuilders LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____, as identification.



(SEAL)

Madison Leonard
 SIGNATURE OF NOTARY

Madison Leonard
 NAME LEGIBLY PRINTED,
 TYPEWRITTEN OR STAMPED

My Commission Expires: 1/6/2026

*Signature page of Declaration of Covenants, Conditions, Restrictions and Easements
 of Adeline Lake Estates*

EXHIBIT A

Parcel ID: 18-1N-27-U836-00000-0010

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA. THENCE GO NORTH 00 DEGREES 31 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY). THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 16 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 282.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF OLD HICKORY HAMMOCK ROAD (APPARENT 50' RIGHT OF WAY); THENCE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST ALONG SAID APPARENT SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 261.62 FEET; THENCE GO SOUTH 47 DEGREES 04 MINUTES 21 SECONDS WEST TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE SOUTH 47 DEGREES 04 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 88 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF SOUTH 47 DEGREES 04 MINUTES 21 SECONDS WEST; THENCE GO NORTH 47 DEGREES 04 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B"; SAID POINT BEING SOUTH 61 DEGREES 22 MINUTES 57 SECONDS EAST AND 63.39 FEET FROM SAID POINT "A"; THENCE CONTINUE NORTH 47 DEGREES 04 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 70.76 FEET; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 261.56 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0060

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA. THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 16 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 357.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 217.70 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHWESTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 87 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B"; SAID POINT BEING SOUTH 05 DEGREES 16 MINUTES 59 SECONDS WEST AND 85.23 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 222.30 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0050

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1299.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 955.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.48 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 266.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 18 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 16 SECONDS WEST) FOR AN ARC DISTANCE OF 245.30 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 442.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 218.25 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHWESTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 03 DEGREES 07 MINUTES 38 SECONDS WEST AND 85.11 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 217.70 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0030

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1299.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 955.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.48 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 266.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 18 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 15 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 412.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 229.63 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 91 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 05 DEGREES 39 MINUTES 38 SECONDS EAST AND 85.90 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 217.95 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0020

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET, THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 18 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 527.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 261.56 FEET; THENCE GO SOUTH 47 DEGREES 04 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 70.76 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE SOUTH 47 DEGREES 04 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 88 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 64 DEGREES 42 MINUTES 30 SECONDS EAST AND 89.06 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 229.63 FEET TO THE POINT OF BEGINNING

Parcel ID: 18-1N-27-U836-00000-0040

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET, THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 18 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 527.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 217.95 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 87 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 01 DEGREES 00 MINUTES 52 SECONDS EAST AND 85.12 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 216.26 FEET TO THE POINT OF BEGINNING

Parcel ID: 18-1N-27-U836-00000-0070

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 16 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 272.14 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 222.38 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHWESTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 86 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 08 DEGREES 20 MINUTES 06 SECONDS WEST AND 85.60 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 231.57 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0090

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 16 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 101.94 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 234.59 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHWESTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 03 DEGREES 58 MINUTES 35 SECONDS WEST AND 85.14 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.30 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0100

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 988.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 38 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.45 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 18 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 16.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 237.30 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 118 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 23 DEGREES 55 MINUTES 47 SECONDS EAST AND 94.76 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 195.64 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0080

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 988.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 38 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 52 DEGREES 23 MINUTES 16 SECONDS, CHORD = 237.04 FEET, CHORD BEARING = NORTH 24 DEGREES 02 MINUTES 18 SECONDS WEST) FOR AN ARC DISTANCE OF 245.50 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 16.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 85.10 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 231.57 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHWESTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 89 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 04 DEGREES 10 MINUTES 55 SECONDS WEST AND 85.15 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 87 DEGREES 50 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0110

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA. THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 38 DEGREES 47 MINUTES 03 SECONDS, CHORD = 178.34 FEET, CHORD BEARING = NORTH 30 DEGREES 48 MINUTES 58 SECONDS WEST) FOR AN ARC DISTANCE OF 181.79 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 268.53 FEET, (DELTA = 13 DEGREES 37 MINUTES 04 SECONDS, CHORD = 63.61 FEET, CHORD BEARING = NORTH 04 DEGREES 38 MINUTES 56 SECONDS WEST) FOR AN ARC DISTANCE OF 63.76 FEET TO A POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 09 MINUTES 12 SECONDS EAST ALONG THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 16.84 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 195.64 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 87 DEGREES 50 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 161 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF SOUTH 71 DEGREES 36 MINUTES 17 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE GO NORTH 71 DEGREES 36 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 07 DEGREES 38 MINUTES 03 SECONDS EAST AND 148.88 FEET FROM SAID POINT "A"; THENCE CONTINUE NORTH 71 DEGREES 36 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 190.04 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0120

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA. THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 985.74 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.46 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 19 DEGREES 18 MINUTES 35 SECONDS, CHORD = 90.07 FEET, CHORD BEARING = NORTH 40 DEGREES 34 MINUTES 20 SECONDS WEST) FOR AN ARC DISTANCE OF 90.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 268.53 FEET, (DELTA = 19 DEGREES 28 MINUTES 05 SECONDS, CHORD = 90.80 FEET, CHORD BEARING = NORTH 21 DEGREES 11 MINUTES 06 SECONDS WEST) FOR AN ARC DISTANCE OF 91.24 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE GO SOUTH 71 DEGREES 36 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 190.04 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE NORTH 71 DEGREES 36 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 137 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF SOUTH 63 DEGREES 16 MINUTES 39 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE GO NORTH 63 DEGREES 16 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 00 DEGREES 44 MINUTES 00 SECONDS EAST AND 131.16 FEET FROM SAID POINT "A"; THENCE CONTINUE NORTH 63 DEGREES 16 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 236.75 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-U836-00000-0130

DESCRIPTION: (AS PREPARED BY ANDERSON ENGINEERING, INC.)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA, THENCE GO NORTH 00 DEGREES 31 MINUTES 43 SECONDS WEST ALONG THE WEST LINE OF SECTION 18 FOR A DISTANCE OF 1295.47 FEET; THENCE DEPARTING SAID SECTION LINE GO SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 867.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 50 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 119.12 FEET TO THE SOUTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES (PLAT BOOK D, PAGE 50); THENCE GO NORTH 39 DEGREES 49 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF LOT 28, BLOCK A, FOR A DISTANCE OF 249.48 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY). THENCE GO ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 268.53 FEET, (DELTA = 19 DEGREES 18 MINUTES 35 SECONDS, CHORD = 90.07 FEET, CHORD BEARING = NORTH 40 DEGREES 34 MINUTES 28 SECONDS WEST) FOR AN ARC DISTANCE OF 90.50 FEET; THENCE GO SOUTH 63 DEGREES 16 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 238.75 FEET TO A POINT KNOWN AS POINT "A"; THENCE CONTINUE SOUTH 63 DEGREES 16 MINUTES 39 MINUTES WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS TO THE WESTERLY SHORELINE OF TWIN LAKE; THENCE MEANDER SOUTHWESTERLY ALONG SAID SHORELINE FOR A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS WITH A LINE HAVING BEARING OF NORTH 01 DEGREES 09 MINUTES 12 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE GO SOUTH 01 DEGREES 09 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 5 FEET, MORE OR LESS, TO A POINT KNOWN AS POINT "B", SAID POINT BEING SOUTH 06 DEGREES 05 MINUTES 23 SECONDS WEST AND 67.32 FEET FROM SAID POINT "A"; THENCE CONTINUE SOUTH 01 DEGREES 09 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 84.21 FEET TO THE POINT OF BEGINNING.

Parcel ID: 18-1N-27-0000-00220-0000

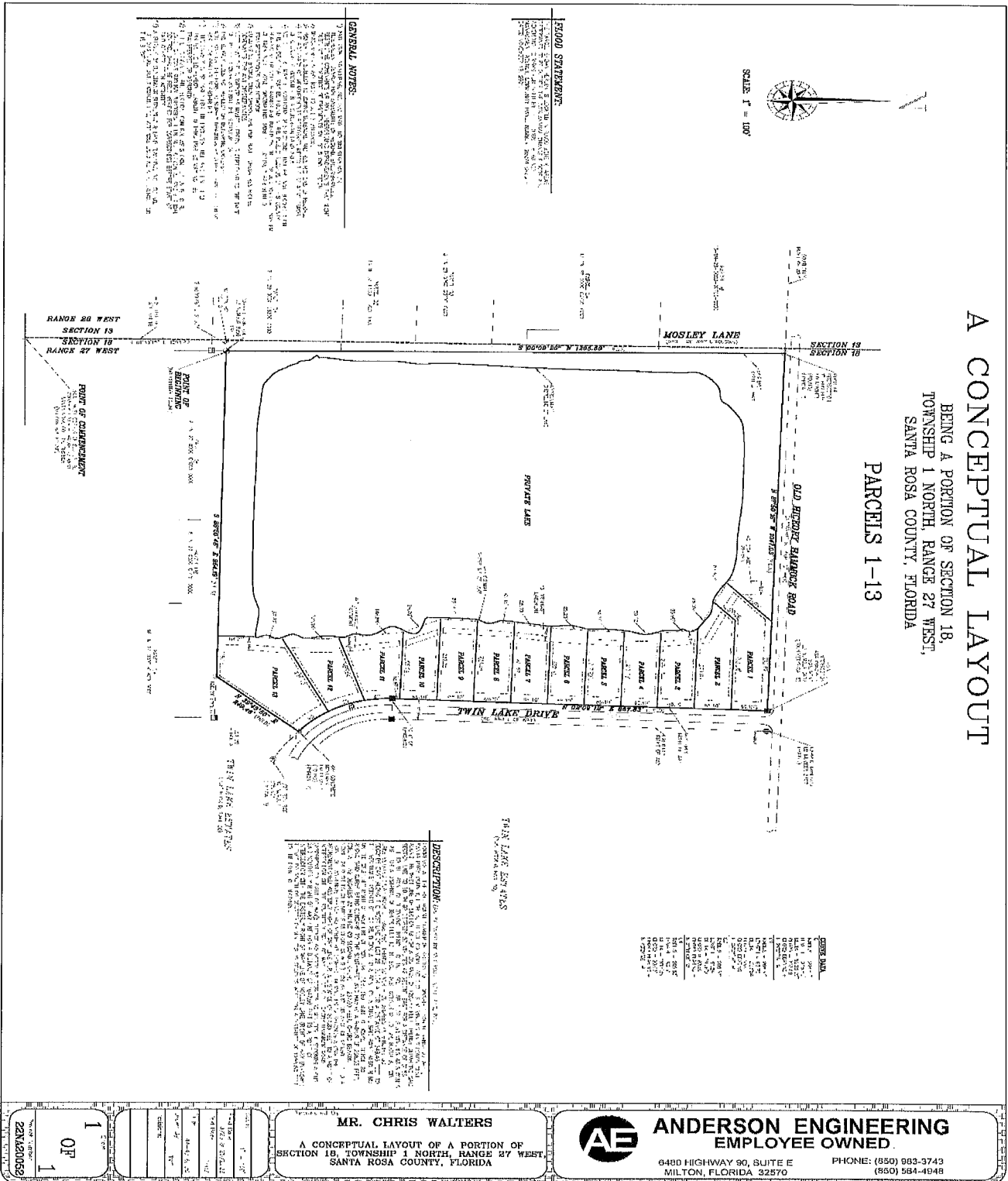
Commencing at the Southeast Corner of the Northeast Quarter of Section 18, Township 1 North, Range 27 West, Santa Rosa County, Florida, said point being 8.2 feet East of PC on centerline of Road 184; Thence 272 degrees 09 minutes 12 seconds NGAZ (Grid Azimuth measured clockwise from North equals zero) 2486.61 feet to POB in Old Hickory Hammock Road, thence continue 272 degrees 09 minutes 12 seconds NGAZ 2688.07 feet, thence 180 degrees 49 minutes 43 seconds NGAZ 1295.58 feet, thence 92 degrees 36 minutes 12 seconds NGAZ 1074.47 feet, thence 182 degrees 32 minutes 30 seconds NGAZ 212.12 feet, thence 92 degrees 09 minutes 12 seconds NGAZ 1274.83 feet, thence 46 degrees 26 minutes 50 seconds NGAZ 444.30 feet, thence 2 degrees 09 minutes 12 seconds NGAZ 1197.79 feet to the Point of Beginning.

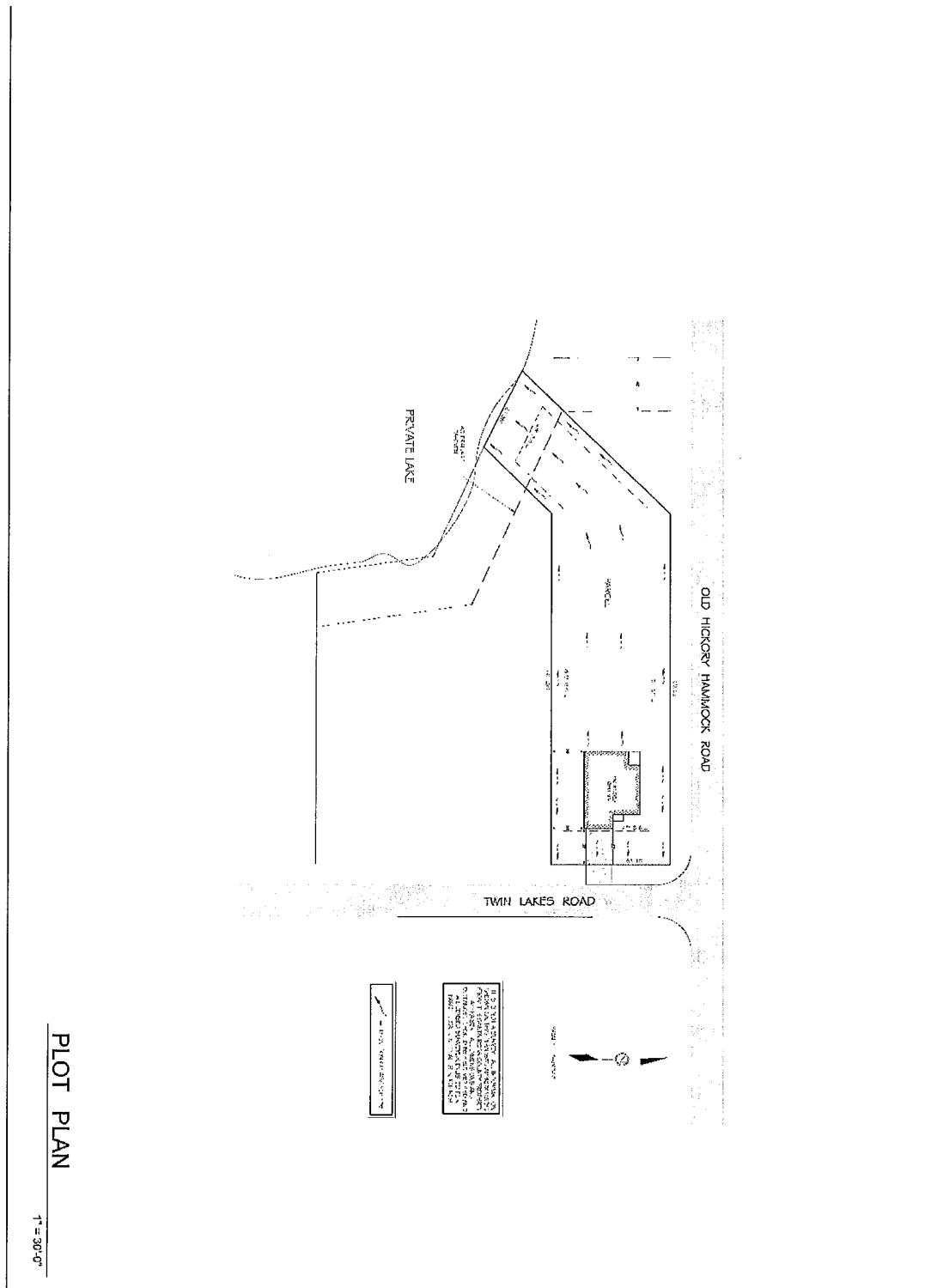
LESS AND EXCEPT THE FOLLOWING:

Commence at the Southwest Corner of Section 18, Township 1 North, Range 27 West, Santa Rosa County, Florida; Thence go North 01 degrees 33 minutes 15 seconds East along the West Line of Section 18 for a distance of 2590.36 feet to the South Right of Way Line of Old Hickory Hammock Road (50' R/W); Thence go South 07 degrees 50 minutes 26 seconds East along said Right of Way Line for a distance of 1047.84 feet to the Point of Beginning; Thence continue South 87 degrees 50 minutes 26 seconds East for a distance of 1656.14 feet; Thence go South 02 degrees 09 minutes 34 seconds West for a distance of 1172.83 feet; Thence go South 46 degrees 26 minutes 58 seconds West for a distance of 444.56 feet; Thence go North 87 degrees 50 minutes 48 seconds West for a distance of 1274.83 feet; Thence go North 02 degrees 32 minutes 30 seconds East for a distance of 212.35 feet; Thence go North 87 degrees 23 minutes 48 seconds West for a distance of 120.12 feet; Thence go North 39 degrees 48 minutes 43 seconds East for a distance of 249.35 feet to a point in a curve having a radius of 268.53 feet; Thence go Northwesterly along said curve to the right for an arc distance of 245.33 feet (CH = 236.89'; CH BRG = N24°00'54"W) to the point of tangency; Thence go North 02 degrees 09 minutes 34 seconds East for a distance of 867.89 feet to the Point of Beginning.

Lots 15-27, Block A, Twin Lake Estates, being a portion of Section 18, Township 1 North, Range 27 West, Santa Rosa County, Florida, according to Plat recorded in Plat Book D, Page 50 of the public records of said county.

EXHIBIT B





PLOT PLAN

1" = 30'-0"

A-1

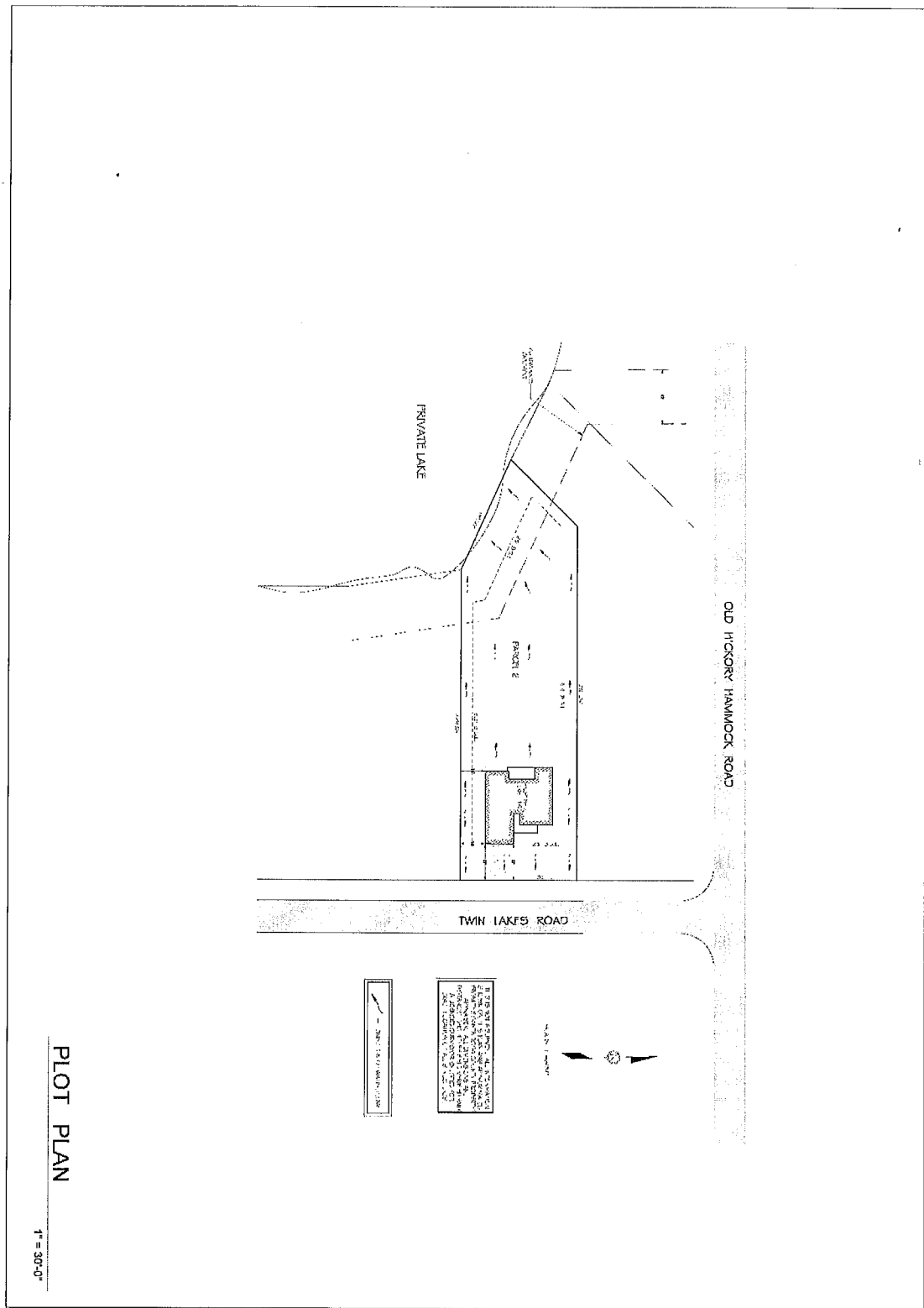
JOB # 2004
DESIGN BY: PPS
DATE: 4/20/04

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE OWNER OR ANY OTHER PARTY.

PREPARED FOR:
**7889 TWIN LAKE DRIVE
SANTA ROSA COUNTY, FLORIDA**

Parker Drafting Services, LLC
6605 Caro's Way St. Milton, FL 32570
(904) 285-1935
ssd@parker-ds.com

NOTE:
THIS DOCUMENT IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE OWNER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE OWNER OR ANY OTHER PARTY.



PLOT PLAN

1" = 30'-0"

A-1

JOB # 2000
DRAWN BY: PS
DATE: 4/25/2004

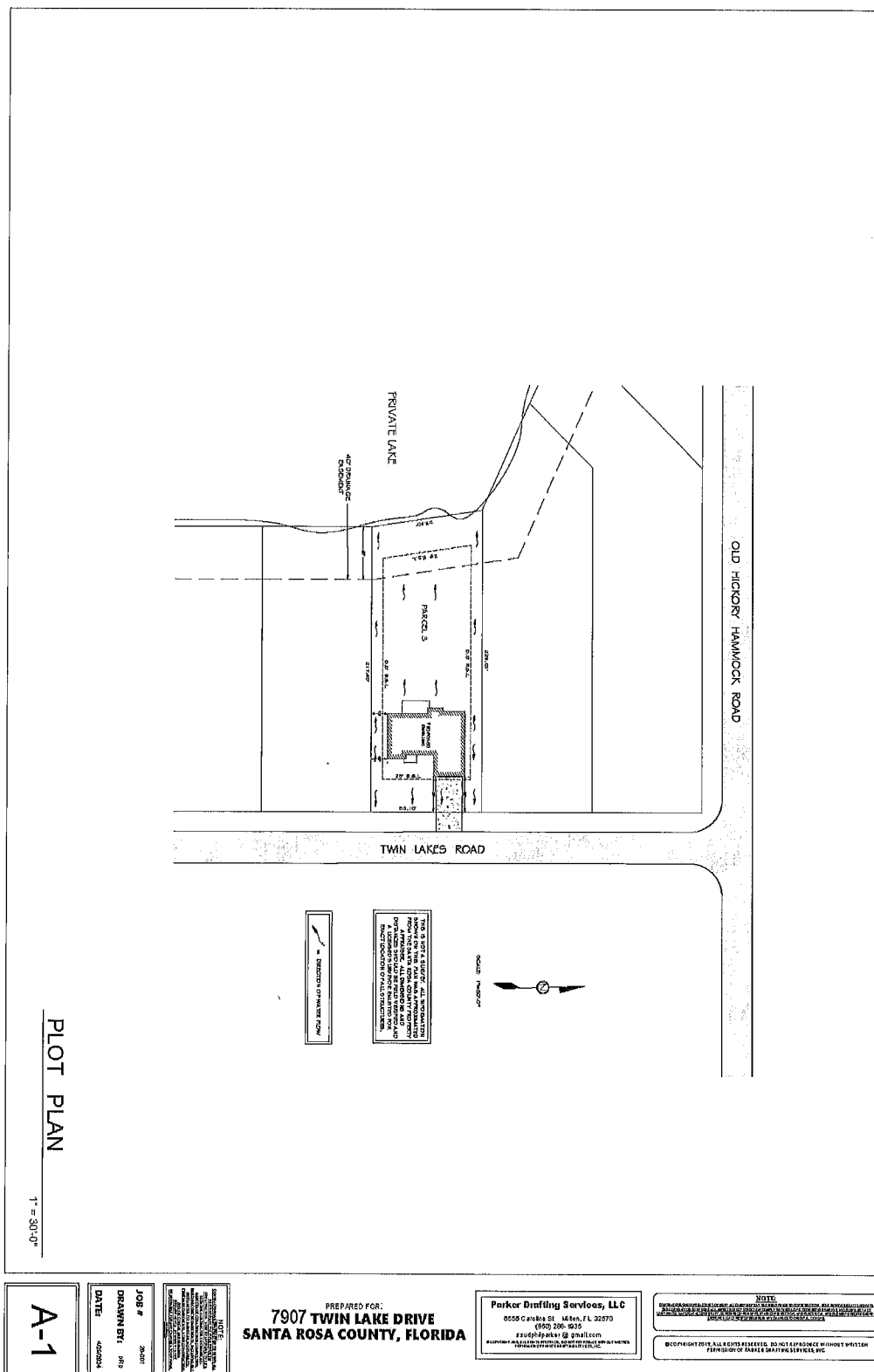
NOTE:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.

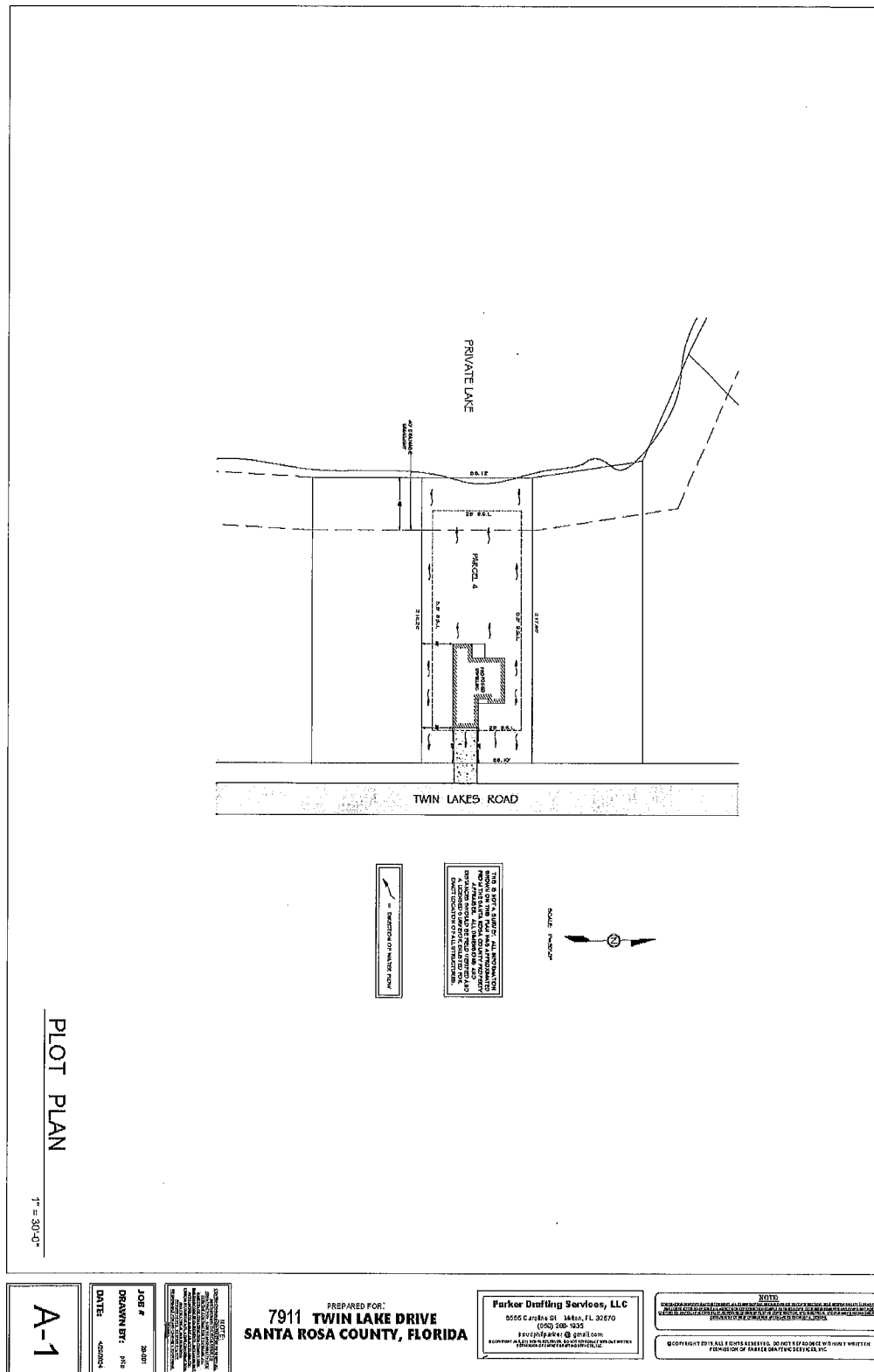
PREPARED FOR:
**7903 TWIN LAKE DRIVE
SANTA ROSA COUNTY, FLORIDA**

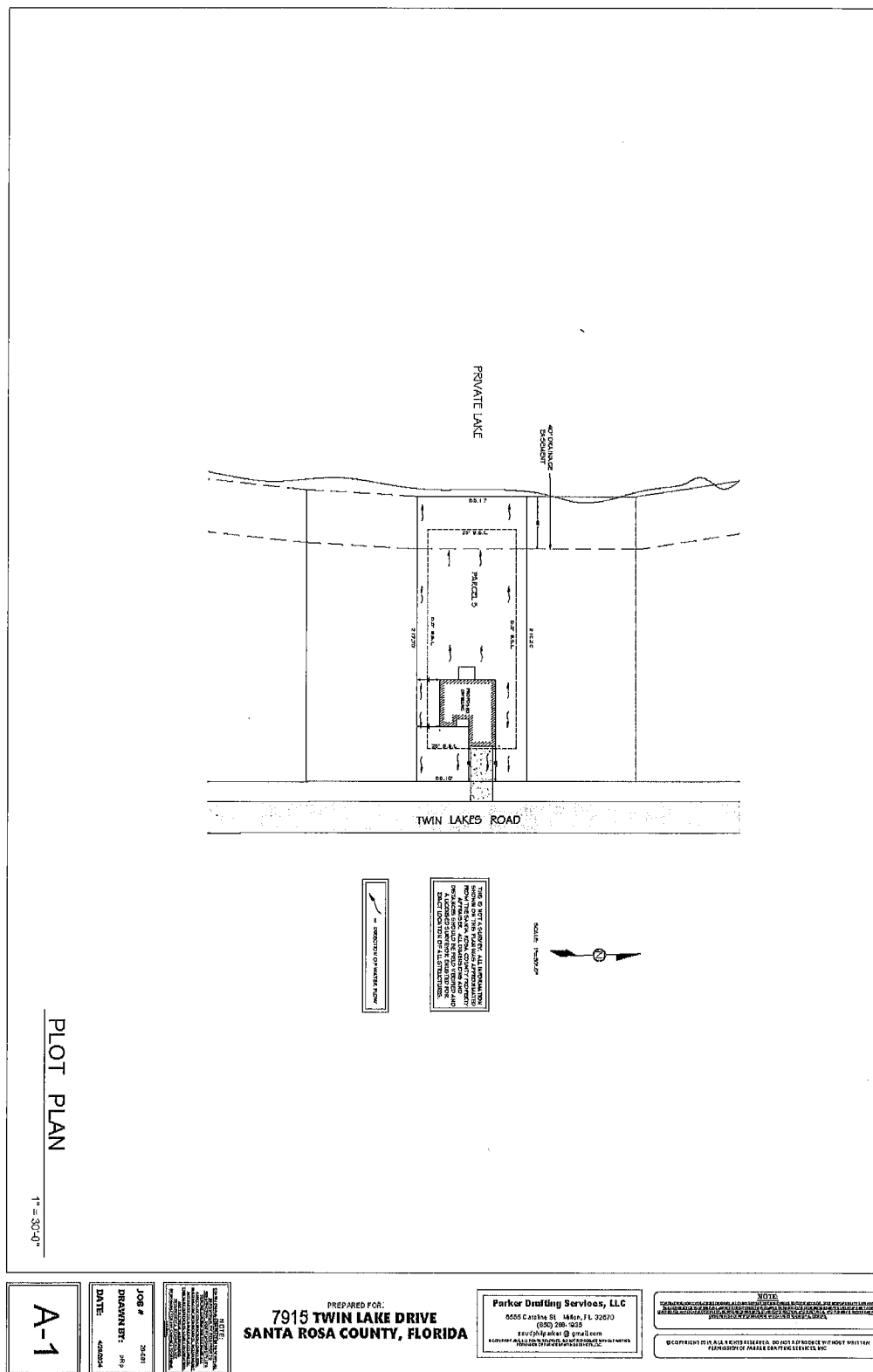
Parker Drafting Services, LLC
6666 Cavell Dr. M/VIA FL 32570
(904) 238-1935
parkerdrafting@gmail.com

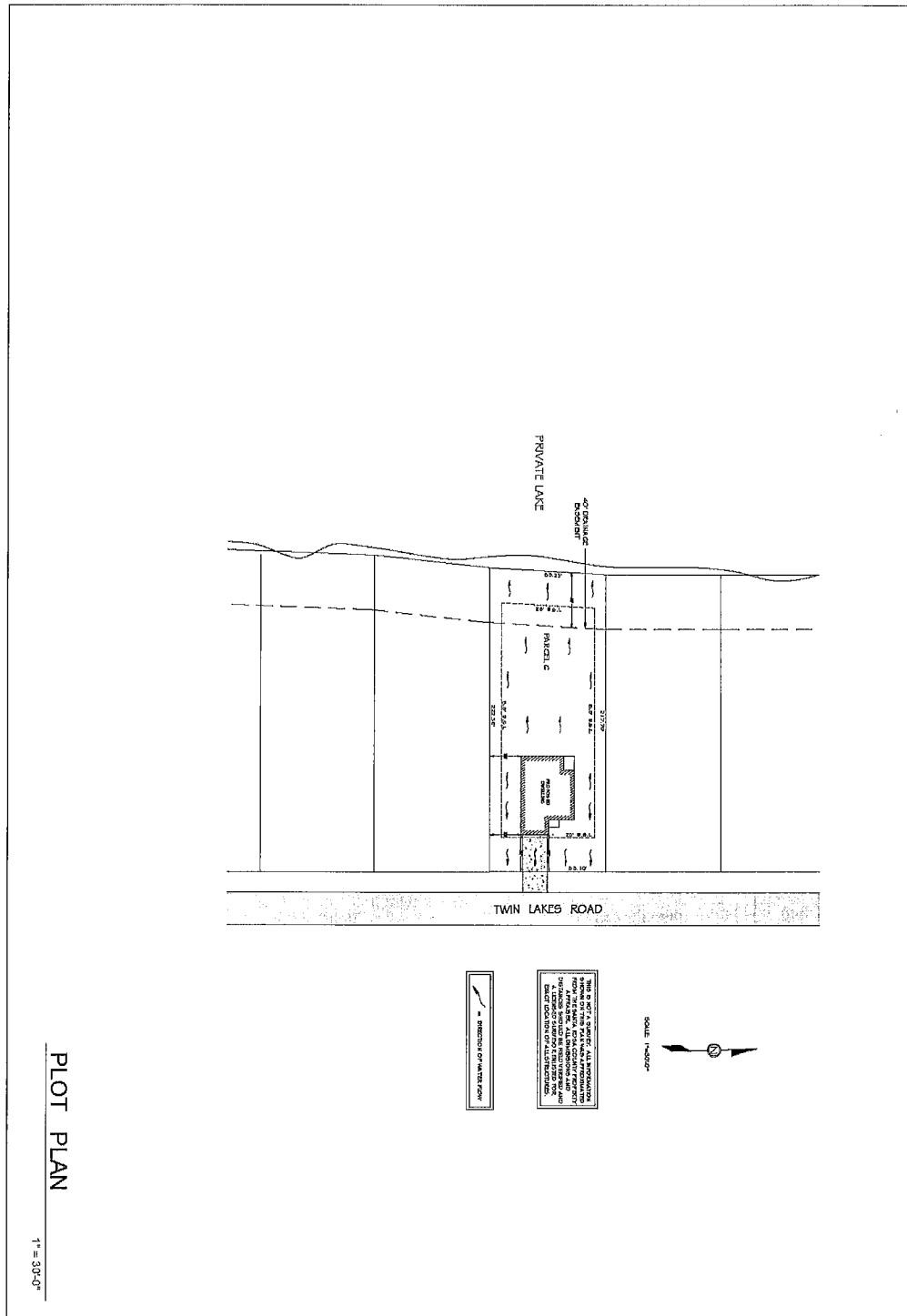
NOTE:
THIS PLAN IS A PRELIMINARY DRAFT AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT IS ADVISED THAT ANY CHANGES TO THIS PLAN MUST BE MADE IN WRITING AND SIGNED BY THE CLIENT AND THE DRAFTER.

DISCLAIMER: THE DRAFTER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE DRAFTER IS NOT A PROFESSIONAL ENGINEER AND DOES NOT PROVIDE ENGINEERING SERVICES.









A-1

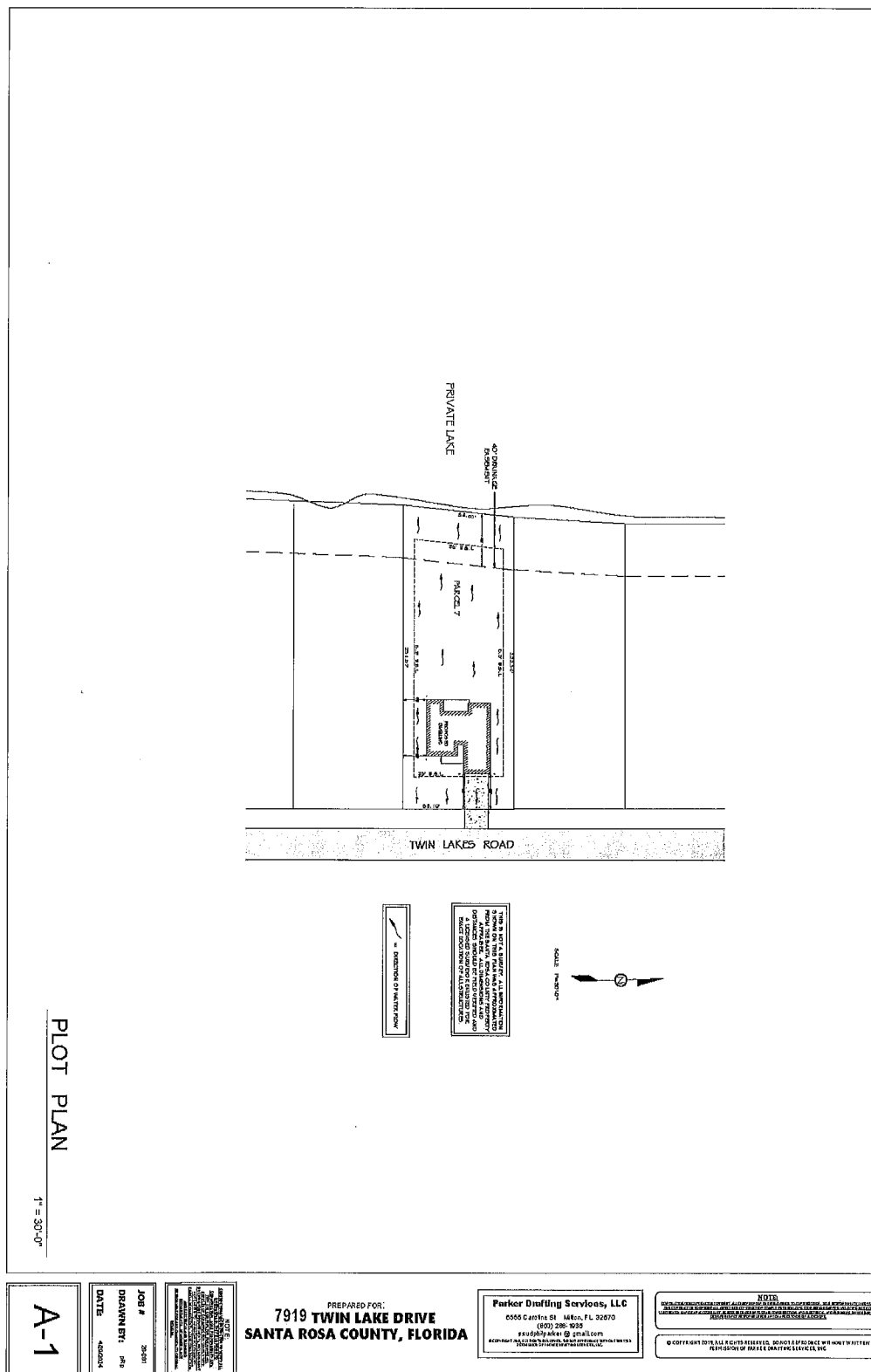
JOB # 20-01
DRAWN BY: JPS
DATE: 4/20/2024

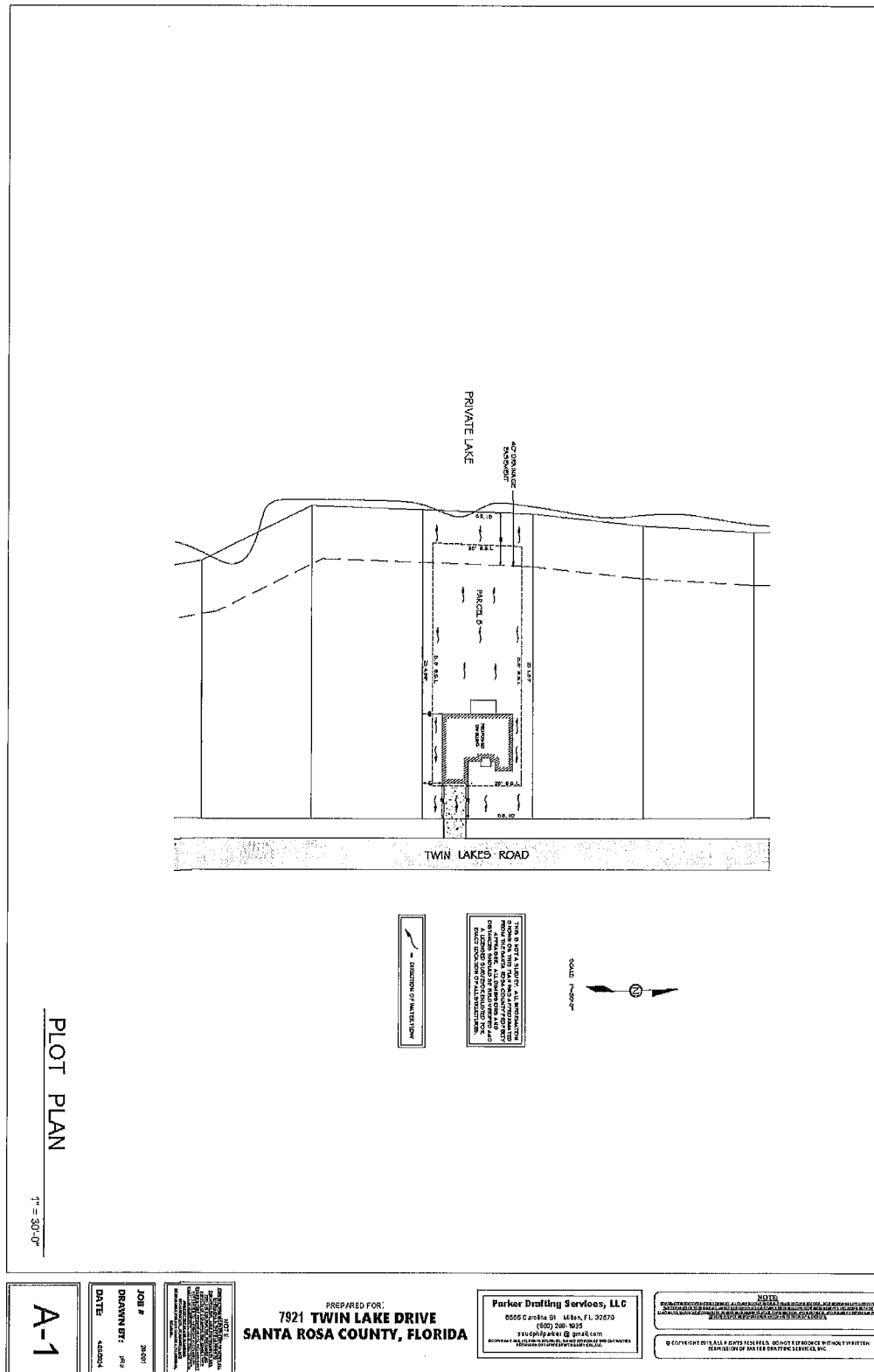
NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. THE PLAT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE ONE FOR WHICH IT WAS PREPARED.
3. THE PLAT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE ONE FOR WHICH IT WAS PREPARED.

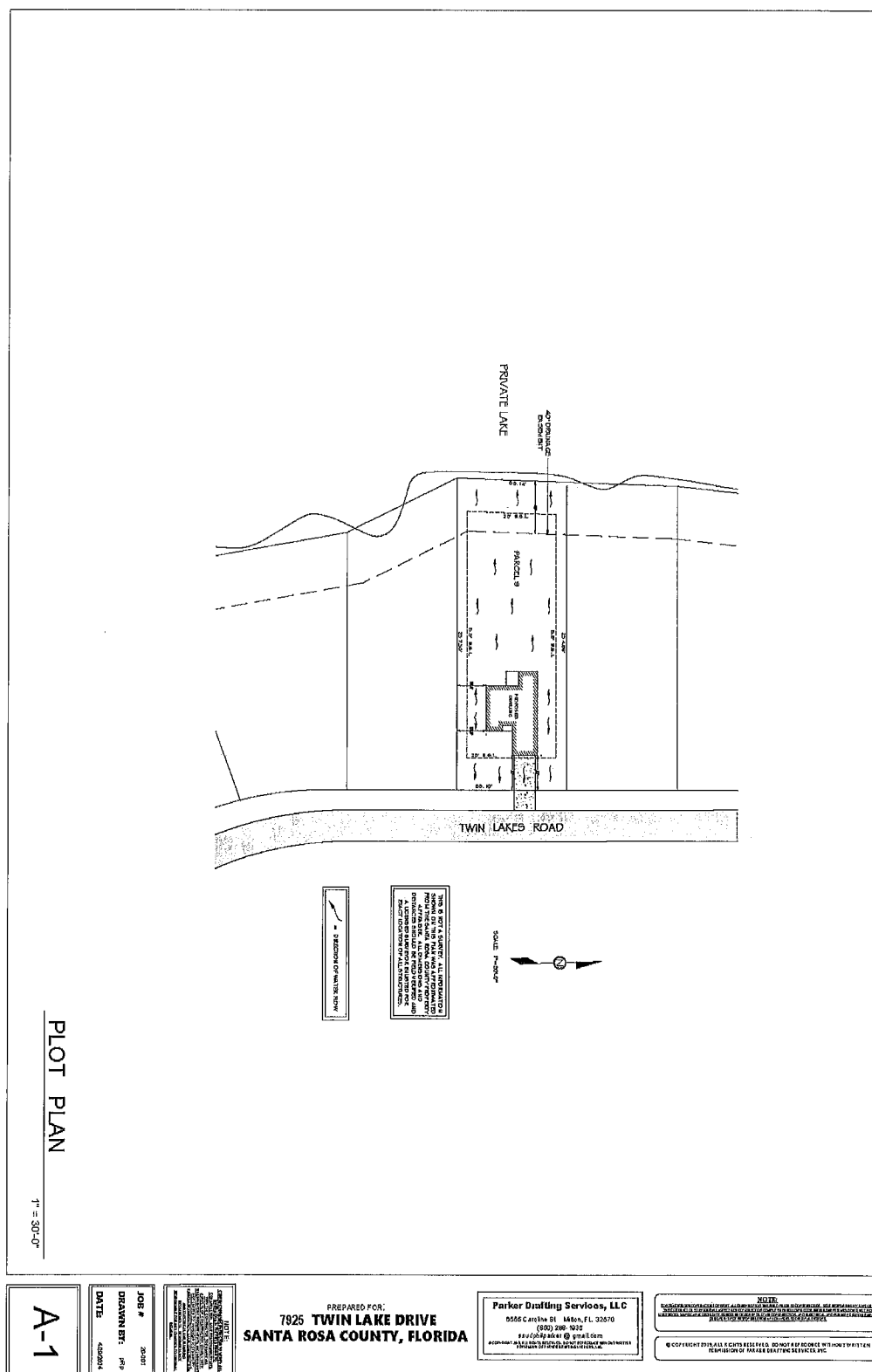
PREPARED FOR:
**7917 TWIN LAKE DRIVE
SANTA ROSA COUNTY, FLORIDA**

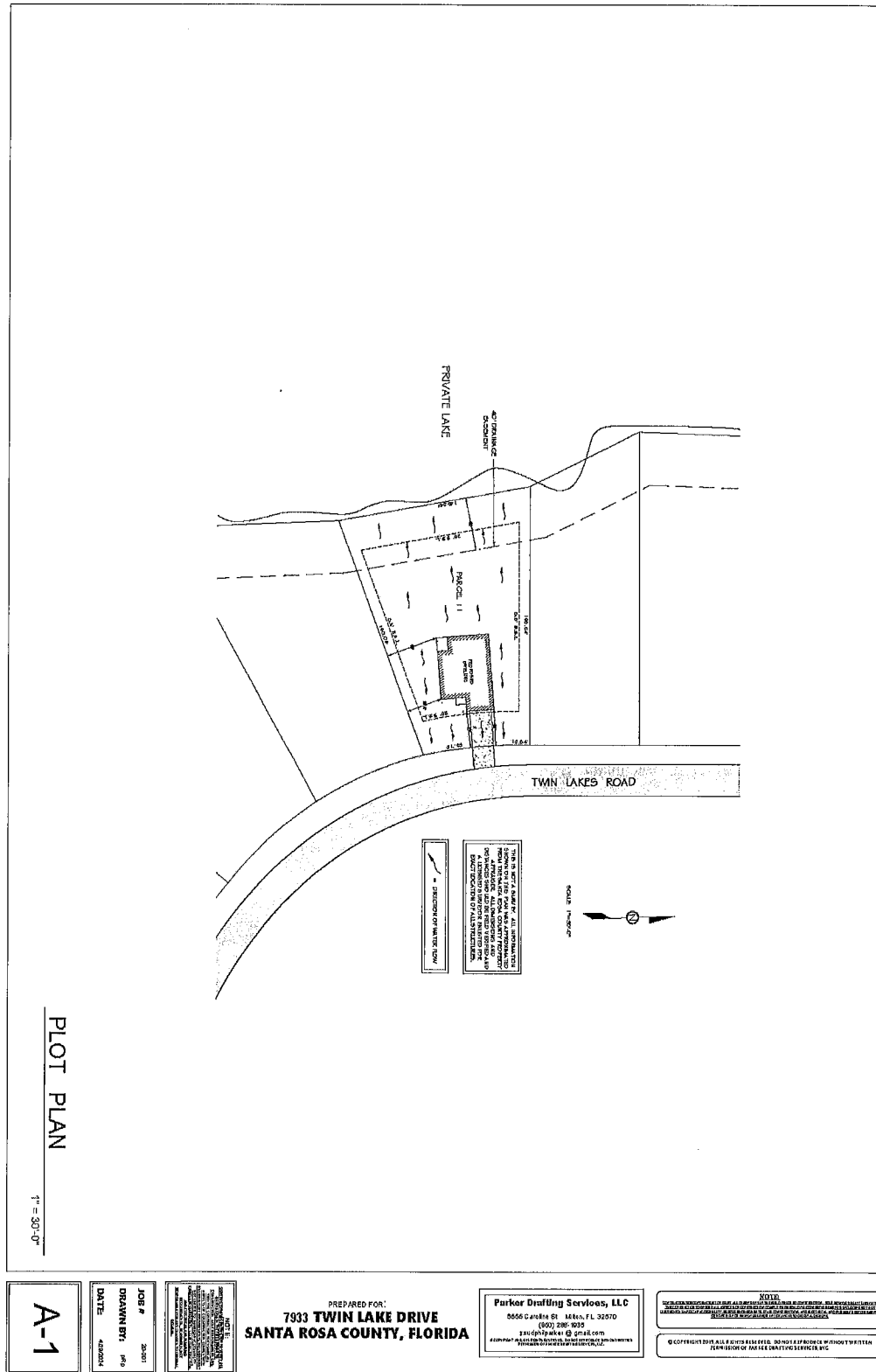
Parker Drafting Services, LLC
8005 Cactus St. Maitland, FL 32751
(407) 298-1935
parkerdrafting@gmail.com
A COMPANY OF PARKER DRAFTING SERVICES, INC.

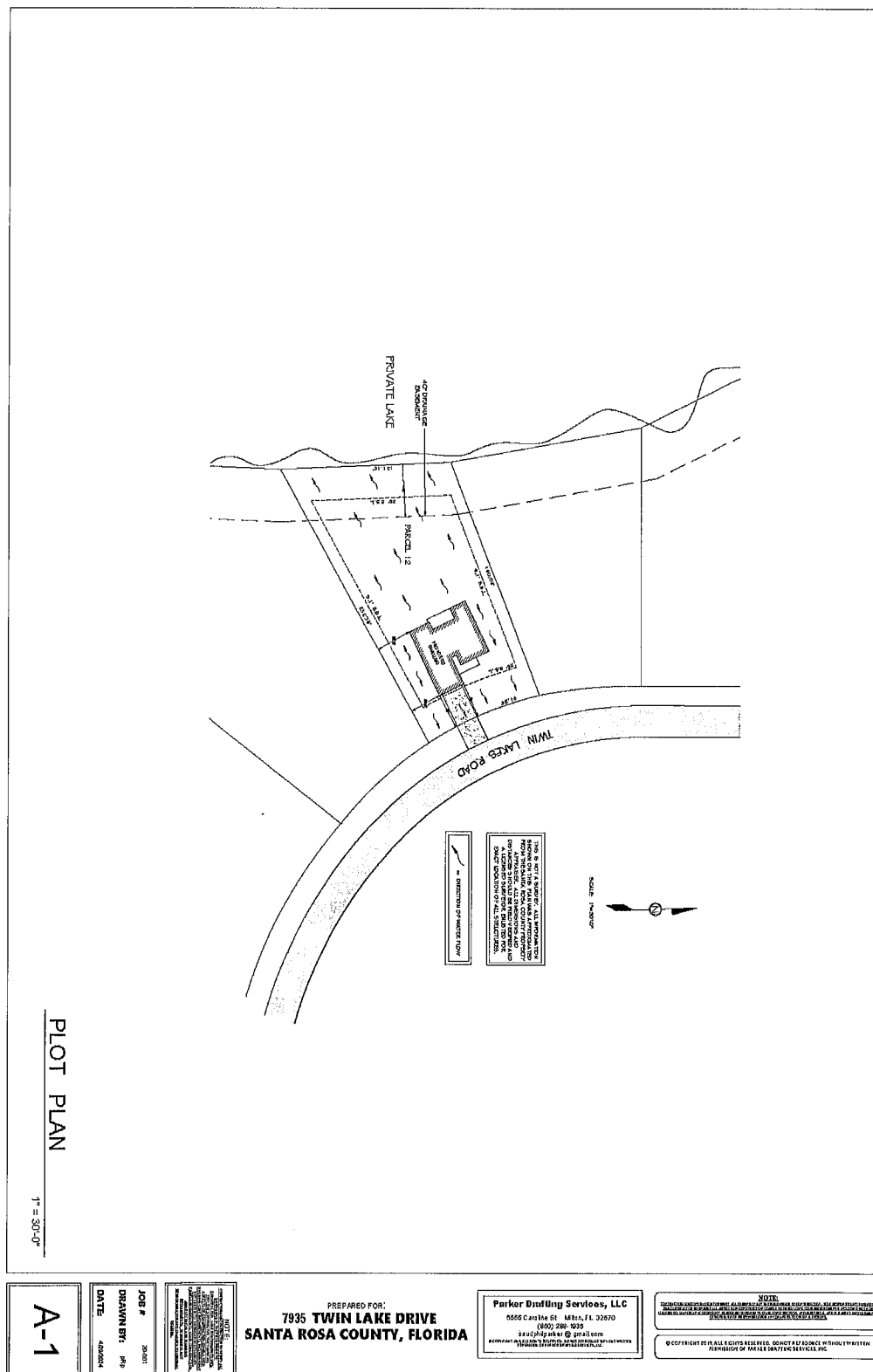
NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. THE PLAT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE ONE FOR WHICH IT WAS PREPARED.
3. THE PLAT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE ONE FOR WHICH IT WAS PREPARED.











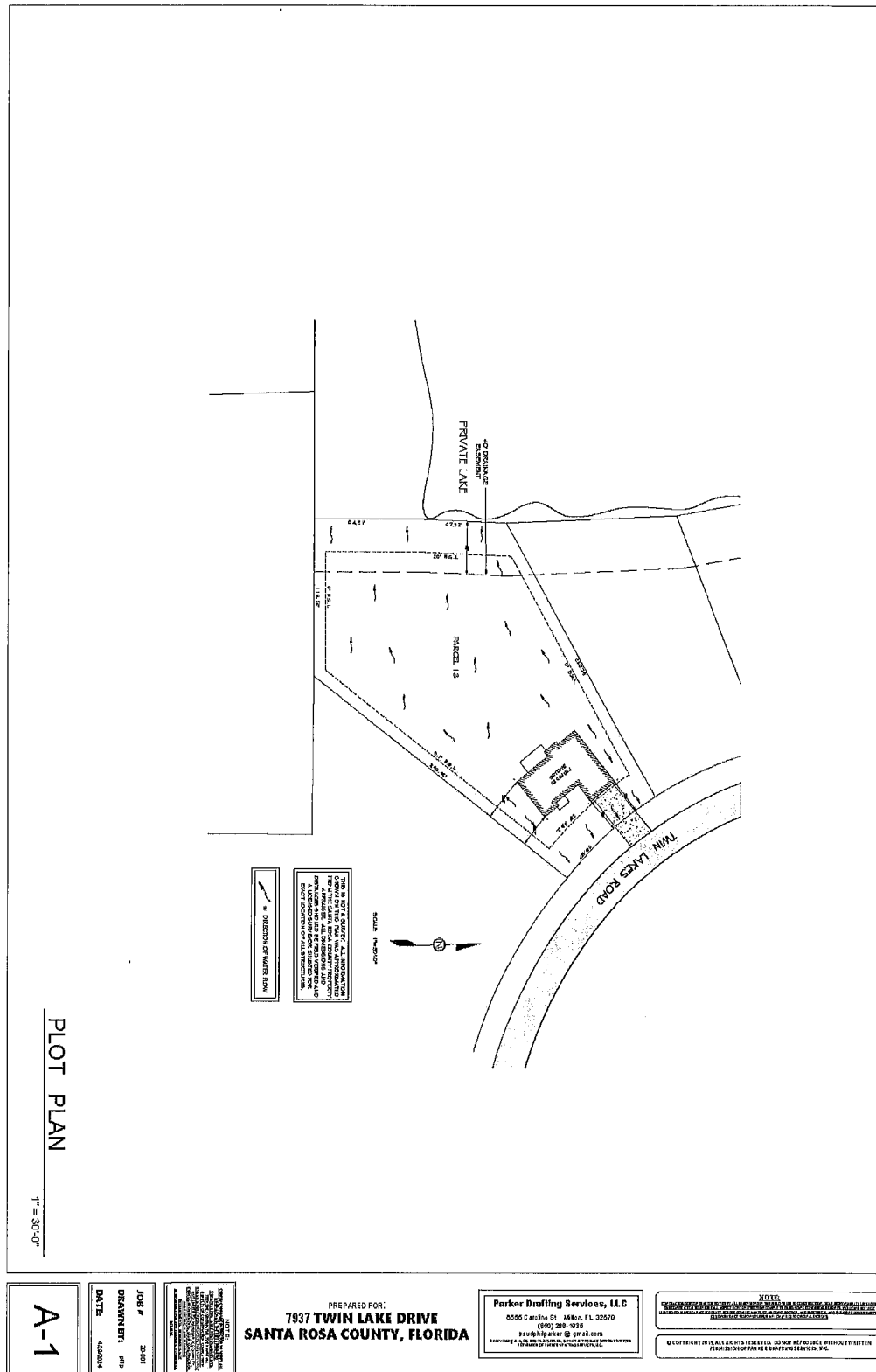


EXHIBIT C

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

**SELF-CERTIFICATION FOR
A STORMWATER MANAGEMENT SYSTEM IN UPLANDS SERVING
LESS THAN 10 ACRES OF TOTAL PROJECT AREA AND
LESS THAN 2 ACRES OF IMPERVIOUS SURFACES**

Owner(s)/Permittee(s):	Anna Group LLC
File No:	0426149001EG
File Name:	SINGLE FAMILY SUBDIVISION
Site Address:	Twin Lakes Drive Milton FL - 32570
County:	Santa Rosa
Latitude:	30° 35' 35.8856"
Longitude:	-86° 59' 38.0454"
Total Project Area:	6.15
Total Impervious Surface Area:	1.49
Approximate Date of Commencement of Construction:	10/15/2022
Registered Florida Professional:	Paul Mcleod
License No.:	8983
Company:	ssud

Date: September 09, 2022

Paul Mcleod certified through the Department's Enterprise Self-Service Application portal that the project described above was designed by the above-named Florida registered professional to meet the following requirements:

- (a) The total project area involves less than 10 acres and less than 2 acres of impervious surface;
- (b) Activities will not impact wetlands or other surface waters;
- (c) Activities are not conducted in, on, or over wetlands or other surface waters;
- (d) Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
- (e) The project is not part of a larger common plan, development, or sale; and
- (f) The project does not:
 - 1. Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

2. Cause adverse impacts to existing surface water storage and conveyance capabilities;
3. Cause a violation of state water quality standards; or
4. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086, F.S.

This certification was submitted before initiation of construction of the above project. The system is designed, and will be operated and maintained in accordance with applicable rules adopted pursuant to part IV of chapter 373, F.S. There is a rebuttable presumption that the discharge from such system will comply with state water quality standards. Therefore, construction, alteration, and maintenance of the stormwater management system serving this project is authorized in accordance with s. 403.814(12), F.S.

In accordance with s. 373.416(2), F.S., if ownership of the property or the stormwater management system is sold or transferred to another party, continued operation of the system is authorized only if notice is provided to the Department within 30 days of the sale or transfer. This notice can be submitted to:

FDEP Northwest District
160 Governmental Center
Pensacola, FL 32502

This certification was submitted along with the following electronic documents:

If you have submitted this certification as a Florida Registered Professional, you may wish to sign and seal this certification, and return a copy to the Department, in accordance with your professional practice act requirements under Florida Statutes.

I, Paul McLeod, License No. 8983, do hereby certify that the above information is true and accurate, based upon my knowledge, information and belief. In the space below, affix signature, date, seal, company name, address and certificate of authorization (if applicable).

This sealed certification may be submitted to the Department, either electronically (as an attachment in Adobe PDF or other secure, digital format) at NWD_ERP_Applications@dep.state.fl.us, or as a hardcopy, at the postal address below:

FDEP Northwest District
160 Governmental Center
Pensacola, FL 32502

EXHIBIT D

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 31 MINUTES 46 SECONDS EAST A DISTANCE OF 1320.37 FEET TO A POINT ON A WESTERLY PROJECTION OF THE MONUMENTED NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4722 PAGE 49 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 87 DEGREES 23 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 866.16 FEET TO A POINT ON SAID MONUMENTED NORTH LINE, ALSO KNOWN AS THE SOUTHWEST CORNER OF LOT 13 (UNRECORDED) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE NORTH 01 DEGREES 09 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 13 A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 87 DEGREES 23 MINUTES 29 SECONDS EAST A DISTANCE OF 12.81 FEET; THENCE NORTH 68 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 171.40 FEET; THENCE NORTH 39 DEGREES 48 MINUTES 54 SECONDS EAST A DISTANCE OF 155.05 FEET TO A POINT IN THE CURVED SOUTHWESTERLY RIGHT OF WAY LINE OF TWIN LAKE DRIVE (60' RIGHT OF WAY); THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 28, BLOCK A, TWIN LAKE ESTATES, A SUBDIVISION OF A PORTION OF SAID SECTION 18 AS RECORDED IN PLAT BOOK "D" PAGE 50, SAID CURVE HAVING A RADIUS OF 268.53 FEET, A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 03 SECONDS, A CHORD BEARING OF SOUTH 49 DEGREES 08 MINUTES 44 SECONDS EAST AND A CHORD DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 39 DEGREES 48 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 28 A DISTANCE OF 157.37 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 68 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 176.10 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF OFFICIAL RECORDS BOOK 4722, PAGE 49; THENCE NORTH 87 DEGREES 23 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 14.73 FEET TO THE POINT OF BEGINNING.

