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**SARASOTA COUNTY, FLORIDA**

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**AMENDED AND RESTATED MASTER DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**SKYE RANCH**



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## **TABLE OF EXHIBITS**

### **EXHIBIT**

### **SUBJECT MATTER**

“A”	Land Initially Submitted
“B”	Initial Use Restrictions
“C”	Articles of Incorporation of Skye Ranch Master Association, Inc.
“D”	Bylaws of Skye Ranch Master Association, Inc.
“E”	Water Management District Permit
“F”	Cassia at Skye Ranch Neighborhood Lots
“G”	Esplanade at Skye Ranch Neighborhood Lots
“H”	Trail System



**AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
SKYE RANCH**

**(SUBSTANTIAL REWORDING OF MASTER DECLARATION. PLEASE SEE ORIGINAL MASTER DECLARATION AS RECORDED IN INSTRUMENT # 2019133500, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.)**

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR SKYE RANCH ("Master Declaration") is made this 22<sup>nd</sup> day of September, 2020, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Master Declarant").

WHEREAS, that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch was recorded on September 27, 2019, as Instrument # 2019133500, of the Public Records of Sarasota County, Florida (referred to herein as the "Original Master Declaration"); and

WHEREAS, pursuant to Article XII, Section 8, of the Original Master Declaration, until the Turnover, all amendments or modifications shall be made by Master Declarant only without the requirement of the Master Association's consent or the consent of the Owners so long as such amendments or modifications to not materially impair the common plan of development of Skye Ranch; and

WHEREAS, Master Declarant is desirous of amending and modifying the Original Master Declaration by restating in its entirety the provisions thereof, it being the intent hereof, that this Master Declaration shall replace the provisions of the Original Master Declaration thereto, in its entirety and this Master Declaration shall constitute the covenants, conditions, restrictions and easements for Skye Ranch; and

WHEREAS, except as stated in the Whereas clause immediately below, Master Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Master Declarant has conveyed two (2) Lots in Skye Ranch to John Cannon Homes, Inc., a Florida corporation, and one (1) Lot to Nelson Homes, Inc., a Florida corporation, who are joining in this Master Declaration as an Owner in order to acknowledge that the Lots are now subject to this Master Declaration instead of the Original Master Declaration; and

WHEREAS, Master Declarant desires to develop a planned residential community to be known as "Skye Ranch" (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Skye Ranch as a planned residential community and to preserve the values and amenities of such community, it is necessary to



declare, commit and subject the Property (and any “Additional Property” [as hereinafter defined] which may hereafter be added to the Property and made subject to this Master Declaration) and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Master Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Master Association is joining in this Master Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Master Declarant hereby declares that the Property and any other property which is or becomes Committed Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any such Committed Property and any part thereof, and which shall be binding upon all parties having any right, title or interest in the Property and any such Committed Property or any part thereof, their heirs, successors and assigns.

## **ARTICLE I CREATION OF THE COMMUNITY**

### **1.1. Purpose and Intent.**

Master Declarant (as defined in Article II), as the owner of the real property described in Exhibit “A,” intends, by recording of this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch (the “Master Declaration”), to establish a general plan of development for Skye Ranch, a planned residential community. This Master Declaration, together with the other Governing Documents described in Section 1.3, provides for the overall development, administration, maintenance, and preservation of Skye Ranch, and provides a flexible and reasonable procedure for its future expansion. An integral part of the development plan is the creation of Skye Ranch Master Association, Inc. (the “Master Association”) to own, operate, and/or maintain various Master Association Property and community improvements and to administer and enforce this Master Declaration and the other Governing Documents.

This document does not and is not intended to create a condominium under Florida law.

### **1.2. Binding Effect.**

This Master Declaration governs the Property which is described in Exhibit “A,” and any other property submitted to this Master Declaration in the future pursuant to Article X. This Master Declaration shall run with the title to the Property and shall bind everyone having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns. Master Declarant, the Master Association, any aggrieved Owner (as defined in Article II), and their respective legal representatives, heirs, successors, and assigns, may enforce



this Master Declaration. Each Owner shall automatically be a Member (as defined in Article II) of the Master Association.

This Master Declaration is intended to have perpetual duration, but shall be effective for a minimum of 30 years from the date it is recorded, subject to the right of Master Declarant and the Members to amend it as provided in Article XIX. After the initial 30-year period, it shall automatically be extended for successive 10-year periods in perpetuity unless, within the 12-month period preceding any extension, an instrument signed by the then Owners of at least 75% of the Lots (as defined in Article II) agreeing to terminate this Master Declaration is recorded. If any provision of this Master Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities that provision shall expire 90 years after this Master Declaration is recorded. This section does not authorize termination of any easement created in this Master Declaration without the consent of the holder of such easement.

### 1.3. Governing Documents.

The following chart identifies the documents which govern the Community (as they may be amended from time to time, the "Governing Documents") and describes, in part, the purpose of each. Every Owner and occupant of a Lot in Skye Ranch, and their respective guests, tenants, visitors and invitees, shall comply with the Governing Documents.

<b>Master Declaration</b> (Recorded)	→	creates obligations which are binding upon the Master Association and all present and future owners and occupants of, and others with any interest in, property in the Community
<b>Supplemental Declaration</b> (when Recorded)	→	adds property to the Community; and/or <i>may</i> impose additional obligations or restrictions on such property
<b>Articles of Incorporation</b> (filed with the Secretary of State; initial Articles attached as Exhibit "C")	→	establish the Master Association as a not-for-profit corporation under Florida law
<b>Bylaws</b> (Board adopts; initial Bylaws attached as Exhibit "D")	→	govern the Master Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
<b>Architectural Guidelines</b> (Master Declarant or Master Association may adopt)	→	establish architectural standards and guidelines for improvements and modifications within the Community, including structures, landscaping, and other items
<b>Use Restrictions</b> (initial set attached as Exhibit "B")	→	govern use of property and activities within the Community
<b>Board Resolutions and Rules</b> (Board may adopt)	→	establish rules, policies, and procedures for internal governance and Master Association activities; regulate operation and use of Master Association Property (as defined in Article II)

Additional covenants, conditions, restrictions and easements may be imposed on all or any portion of the Community, in which case the more restrictive provisions will be controlling.



However, no Person (as defined in Article II) shall record any additional covenants, conditions, restrictions or easements which abridges, affects or modifies any of Master Declarant's rights and privileges under this Master Declaration affecting any portion of the Community without Master Declarant's written consent, during the Development and Sale Period (as defined in Article II), or without the Board's consent thereafter. Any instrument recorded without the necessary consent is void and of no force or effect.

If there are conflicts between Florida law, this Master Declaration, the Articles, and the Bylaws, Florida law, this Master Declaration, the Articles, and the Bylaws (in that order) shall prevail. If any court determines that any provision of this Master Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

#### 1.4. Enforcement.

The Master Association and Master Declarant shall have the right to enforce compliance of the terms of this Master Declaration by each Owner, his or her family, lessees, invitees and guests. Each Owner and the SWFWMD shall have the right, but not the obligation, to enforce this Master Declaration to the extent an Owner or the Master Association fails to maintain the Surface Water and Storm Water Management System, private rights-of-way and any easements appurtenant to the Surface Water and Storm Water Management System or private rights-of-way owned by the Master Association in a manner required by governmental approvals.

## **ARTICLE II CONCEPTS AND DEFINITIONS**

#### 2.1. Defined Terms.

The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

"Additional Plat": The plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

"Additional Property": Any real property (other than the Property) that may be submitted by Master Declarant to the terms and provisions of this Master Declaration. Additional Property must be submitted to the terms and provisions of this Master Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No additional property shall be encumbered by this Master Declaration unless and until such additional property is added by a Supplemental Declaration executed by the fee owner thereof and Master Declarant. In the event any Additional Property becomes encumbered by this Master Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.



“Affiliate”: Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term “control” means the direct or indirect power or authority to direct or cause the direction of an entity’s management or policies, whether through the ownership of voting securities, by contract, or otherwise.

“Amendment(s)”: Any and all amendments to this Master Declaration, all of which shall be consecutively numbered beginning with the “First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch” and each of which shall be properly adopted pursuant to the terms of this Master Declaration and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. “Amendment(s)” shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

“Architectural Guidelines”: The architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV as they may be amended from time to time.

“Architectural Review Committee” or “ARC”: The committee established, upon delegation or termination of Master Declarant’s authority under Article IV, to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article IV.

“Articles”: The Articles of Incorporation of Skye Ranch Master Association, Inc., filed with the Secretary of State for the State of Florida, as they may be amended from time to time. A copy of the Articles are attached to this Master Declaration as Exhibit “C.”

“Assessment”: Assessments for which the Owners are obligated to pay to the Master Association and includes “Individual Lot Assessments,” “Benefited Assessments” and “Special Assessments” (as such terms are defined herein) and any and all other assessments which are levied by the Master Association in accordance with the Governing Documents.

“Benefited Assessment”: Assessments that may be levied against one or more Lots for services that are provided by the Master Association as described in Section 9.5 below.

“Board of Directors” or “Board”: The body responsible for the general governance and administration of the Master Association, selected as provided in the Bylaws.

“Builder”: Any entity Master Declarant may designate as a Builder in an instrument which Master Declarant records in the public records of the County. Master Declarant shall have the right to assign, in whole or in part, any of its rights and/or responsibilities hereunder to a Builder(s).



“Bylaws”: The Bylaws of Skye Ranch Master Association, Inc., as they may be amended from time to time. A copy of the initial Bylaws is attached to this Master Declaration as Exhibit “D.”

“Cassia at Skye Ranch Neighborhood”: The residential area known as “Cassia at Skye Ranch”. The Cassia at Skye Ranch Neighborhood shall initially consist of those Lots described in Exhibit “F” attached hereto and incorporated herein by this reference.

“Class “B” Control Period”: The time period during which the Class “B” Member may appoint a majority of the Board members. The Class “B” Control Period shall end when any one of the following occurs:

(a) three (3) months after the conveyance of ninety percent (90%) of the Homes by Master Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County;

(b) upon the Class “B” Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that Master Declarant has abandoned and deserted the Property if Master Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(c) upon the Class “B” Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class “B” Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class “B” Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Master Association or the Members; or

(f) when, in its discretion, the Class “B” Member so determines.

“Committed Property”: Any real property that is hereafter made a part of the Property pursuant to the recordation of one or more Supplemental Declarations among the Public Records of the County.

“Community” or “Skye Ranch”: The real property described in Exhibit “A,” together with such additional property as is subjected to this Master Declaration in accordance with Article X.

“Community Development District” or “CDD”: LT Ranch Community Development District, which is a special purpose government unit organized in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and



which may acquire, fund, construct, operate and maintain certain infrastructure and community services within and outside the Property. The CDD has the power to impose taxes or assessments, or both taxes and assessments, on the Property through a special taxing district. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities of the CDD and are set annually by the governing board of the CDD. These taxes and assessments are in addition to county and all other taxes and assessments provided for by law.

“Community Development District Property” or “CDD Property”: All real and personal property, including easements, which the CDD owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners.

“Community Systems”: Any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Master Declarant, an affiliate of Master Declarant, any other entity in which Master Declarant or an affiliate of Master Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Master Declarant or the Master Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Master Declarant or the Master Association and serving the Master Association Property and/or more than one Lot.

“Community-Wide Standard”: The standard of conduct, maintenance, or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Architectural Guidelines, Use Restrictions, and Board resolutions, whichever is the highest standard. Master Declarant initially shall establish such standard. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board’s or the ARC’s discretion. The Community-Wide Standard may or may not be set out in writing. The Community-Wide Standard may evolve as development progresses and as the Community matures.

“Completed Lot”: A Lot on which the construction of a Home has been completed, for which a certificate of occupancy or equivalent therefore has been issued by the appropriate governmental agency, and the title to which has been conveyed by Master Declarant.

“Completed Lot Owner”: The Owner of a Completed Lot.

“County”: Sarasota County, Florida.

“Development Plan”: The land use plan for the Community described in Article XI, as the same may be amended from time to time by Master Declarant, which initially includes all of the property described in Exhibit “A.” In addition, Master Declarant reserves the right to submit other property to this Master Declaration and to withdraw portions thereof. Reference should be made to Article X of this Master Declaration for the respective rights and obligations of Owners and Master Declarant with respect to the use and development of the Community.



“Development and Sale Period”: The period of time during which Master Declarant and/or its Affiliates and/or any Builder and/or its Affiliates are using the Community for the sale and marketing of Homes in the Community and/or in any other communities developed or to be developed by Master Declarant or any of its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of “model row(s)” if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

“Esplanade at Skye Ranch Neighborhood”: The residential area known as “Esplanade at Skye Ranch”. The Esplanade at Skye Ranch Neighborhood shall initially consist of those Lots described in Exhibit “G” attached hereto and incorporated herein by this reference.

“Governing Documents”: This Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

“HOA Act”: The homeowners’ association act, Chapter 720, Florida Statutes, as amended through the date of recording this Master Declaration amongst the Public Records of the County.

“Home”: A residential dwelling unit in Skye Ranch intended as an abode for one family, including single family detached residences. The term Home shall include the Lot as provided in Article II, Section 2.1. No portion of any Community System (as hereinafter defined), even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Section 12.5 hereof, if at all.

“Improvement”: Any Home, building, structure or improvement of any kind including, but not limited to, any wall, fence, landscaping, planting, topographical feature, mailbox, play set, basketball pole and backboard, swimming pool, tennis court, screen enclosure, driveway, sidewalk, sewer, drain, water area, outside lighting or sign and addition, alteration or modification thereto.

“Incomplete”: The status of construction where a certificate of occupancy for a Home constructed on a Lot has not been issued by the appropriate governmental agency but which Lot has been cleared, filled and compacted and is ready to receive a Home thereon.

“Incomplete Lot”: Any Lot which is not a Completed Lot.

“Incomplete Lot Owner”: The Owner of an Incomplete Lot.

“Institutional Mortgage”: A mortgage held by an Institutional Mortgagee on any property within Skye Ranch.

“Institutional Mortgagee”: Any lending institution owning a first mortgage encumbering any Home or Lot within Skye Ranch, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or



mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any “secondary mortgage market institution,” including the Federal National Mortgage Association (“FNMA”), Government National Mortgage Association (“GNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Master Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Master Declarant, its successors and assigns.

“Lakes”: Those portions of Skye Ranch designated on the Plat as Lakes or storm water management tracts. The Lakes are to be owned by the CDD and are maintained by the Master Association.

“Lake Lot”: A Lot which abuts one of the Lakes in Skye Ranch as shown on the Plat.

“Legal Costs”: The costs which a Person entitled to reimbursement for “Legal Costs” under any provision of the Governing Documents incurs in pursuing legal action (regardless of whether suit is filed) to enforce the Governing Documents, including, but not limited to, reasonable attorneys’ and paralegals’ fees, expert witness fees, and court costs at all tribunal levels incurred in connection with: (i) negotiation and preparation for mediation, arbitration or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens.

“Lot”: A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved, or intended to be improved, with a Home. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot are shown on the Plat. Upon completion of construction of the Home on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Home for purposes of this Master Declaration and the other Governing Documents.

“Lot Ready for Construction”: Any Lot owned by a Builder that has been platted, filled and graded and has utilities available to serve the Lot.

“Master Association”: Skye Ranch Master Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

“Master Association Property”: All real and personal property, including easements, which the Master Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners.



“Master Declarant”: Taylor Morrison of Florida, Inc., a Florida corporation, or any successor or assign as developer of all or any portion of the Community that is designated as Master Declarant in a recorded instrument which the immediately preceding Master Declarant executes. On all matters, Master Declarant may act through any of its Affiliates. Any Person who at any time holds the rights of Master Declarant hereunder and subsequently transfers or assigns the rights of Master Declarant to another Person shall be known as a “predecessor Master Declarant” and, unless otherwise agreed in writing, shall be entitled to the rights of a predecessor Master Declarant established in this Master Declaration. Whether or not specifically stated, a predecessor Master Declarant shall be afforded the same protection with respect to matters arising during its tenure as Master Declarant as the predecessor Master Declarant would have if it were still Master Declarant.

“Master Declaration”: This instrument as it may be amended from time to time, together with any Supplemental Declarations or Amendments hereto, which may be recorded amongst the Public Records.

“Member”: A Person subject to membership in the Master Association, as described in Section 6.2.

“Mortgage”: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot. The term “Mortgagee” shall refer to a beneficiary or holder of a Mortgage.

“Neighborhood”: Either the Cassia at Skye Ranch Neighborhood or the Esplanade at Skye Ranch Neighborhood.

“Open Space and Greenway Restrictive Covenant”: The “Restrictive Covenant Relating to LT Ranch Village Open Space (Neighborhood 1) and Greenway (Neighborhoods 1, 2 and 3),” recorded on September 27, 2019, in Official Records Instrument #2019133502, of the Public Records of Sarasota County, Florida, and the Restrictive Covenant Relating to LT Ranch Village Open Space (Neighborhood 4) and Greenway (Neighborhoods 4 and 5)” recorded on September 1, 2020, in Official Records Instrument #2020118801, of the Public Records of Sarasota County, Florida. The Open Space and Greenway Restrictive Covenant more fully addresses the use of Tracts 301, 302, 303, 304, 306, 307, 308, 309 and 310 as “Village Open Space” and Tracts 305 and 311 as “Greenway RMA” under Sarasota County’s “2050 Regulations” contained in the *Sarasota County Comprehensive Plan and Unified Development Code*.

“Operating Expenses”: The expenses for which Owners are liable to the Master Association as described in this Master Declaration and any other Governing Documents and include, but are not limited to: (a) the costs and expenses incurred by the Master Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Master Association Property or any portion thereof and Improvements thereon, all other property owned by the Master Association (including, without limitation, the Surface Water and Storm Water Management System if not conveyed to the CDD), (b) all costs and expenses incurred by the Master Association in carrying out duties of maintenance of certain CDD Property pursuant to an agreement with the CDD, and (c) all costs and expenses incurred by the Master Association in carrying out its powers and duties hereunder or under any other Governing Documents.



“Owner”: The record title holder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (*e.g., a Mortgagee*).

“Person”: An individual, a corporation, a partnership, a trustee, or any other legal entity.

“Plat”: The plat of LT Ranch Neighborhood One recorded in Plat Book 53, Pages 175 through 224, and the plat of Skye Ranch Neighborhood Four North recorded in Plat Book 54, Pages 218 through 246, of the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term “Plat” as used herein shall also mean and refer to the Additional Plat(s).

“Property”: The real property subjected to this Master Declaration from time to time; provided, however, Master Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property (which is owned by Master Declarant) as Master Declarant from time to time elects, upon the execution by Master Declarant of a Supplemental Declaration.

“Rules and Regulations”: The rules and regulations pertaining to the Community as established by the Master Association, as same may be amended and/or abolished from time to time.

“Supplemental Declaration”: A recorded instrument which subjects additional property to this Master Declaration and/or imposes additional and/or modified restrictions and obligations on the land described in such instrument.

“Surface Water and Storm Water Management System”: A Surface Water and Storm Water Management System consisting of swales, inlets, ditches, culverts, water control structures, retention ponds, detention ponds, Lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, drainage areas, drainage structures, outfalls, storm drains, drainage devices, and the like, and all connecting pipes and easements, 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, over-drainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted by SWFWMD. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, Lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Community. The CDD shall own the Surface Water and Storm Water Management System and the Master Association is responsible for the maintenance, repair and replacement of the Surface Water and Storm Water Management System contained within the Property pursuant to an agreement with the CDD.

“SWFWMD”: shall mean and refer to the Southwest Florida Water Management District, a regional water management district established in accordance with Florida law, and any



successor, governmental agency, body or special district charged with the rights and responsibilities of the SWFWMD.

“Turnover”: The date Class “B” membership shall cease and be converted to Class “A” membership, upon which Master Declarant transfers majority control of the Board as provided in the Bylaws.

“Use Restrictions”: The initial use restrictions, rules, and regulations governing the use of and activities on the Lots and Master Association Property are set forth in Exhibit “B,” as they may be changed in accordance with Article III or otherwise amended from time to time.

“Water Management District Permit”: That certain permit issued by the SWFWMD under Permit No. 43042124.001, as same may be amended, modified or supplemented from time to time. Copies of the Water Management District Permit and any future SWFWMD actions shall be maintained by the Master Association’s Registered Agent for the Master Association’s benefit.

“Wetland”: Any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the SWFWMD, or by the County, or by the United States Army Corps of Engineers, or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Surface Water and Storm Water Management System, or is an isolated area that is not connected to the Surface Water and Storm Water Management System.

## 2.2. Interpretation of Certain References.

(a) Recording. All references in the Governing Documents to a “recorded” legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed, or the filing of a legal instrument, in the public records of the County, or such other place designated as the official location for filing documents affecting title to real estate in the County in order to make them a matter of public record.

(b) Consent or Approval. All references in the Governing Documents to “consent” or “approval” shall refer to permission or approval which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

(c) Discretion and Determinations. All references in the Governing Documents to “discretion” or to the right to “determine” any matter shall refer to the sole and absolute power or right to decide or act and, unless otherwise expressly limited in the Governing Documents, a Person entitled to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action or inaction.

## **ARTICLE III USE AND CONDUCT**



### 3.1. Restrictions on Use, Occupancy, and Alienation.

In addition to the initial Use Restrictions set forth in Exhibit “B” which may be modified as provided below, the Lots shall be subject to the following restrictions set forth in this Section and may be amended only in accordance with Article XIX.

(a) Residential and Related Uses. Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an occupant residing in the Home on a Lot may conduct business activities ancillary to their primary residential use, if the business activity, as determined in the Board’s discretion:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning and other legal requirements and other requirements of this Master Declaration;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Lots by the Owner thereof or the security or safety of others within the Community.

“Business” shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

No Lot shall be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express written consent of the Master Association and Master Declarant, which either may withhold in their discretion. Notwithstanding anything in this Article to the contrary, Master Declarant or the Master Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the party pursuing the unapproved rezoning, in addition to and not in limitation of Master Declarant’s or the Master Association’s other rights and remedies.

This Section shall not apply to restrict Master Declarant’s, or Master Declarant’s Affiliates’ or Builder’s or Builder’s Affiliates’ activities, nor shall it restrict the activities of Persons Master Declarant approves with respect to the development, construction, and sale of property in the Community. This Section shall not apply to Master Association activities related to the provision of services or to operating and maintaining the Community, including the Community’s recreational and other amenities.



Leasing of a single Lot by the Owner thereof for residential occupancy shall not be considered a “business” within the meaning of this subsection; however, no Owner or group of Owners who are Affiliates shall, on their own behalf or through any agent, engage in leasing activity with respect to multiple Lots at the same time.

(b) Leasing. For purposes of this Master Declaration, “leasing” is the regular, exclusive occupancy of a Home by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. The Home may be leased only in its entirety (e.g., separate rooms within the same Home may not be separately leased).

No portion of a Home (other than an entire Home) may be rented. All leases must be in writing and shall have a term of no less than thirty (30) days. No Owner may lease his or her Home more than four (4) times in any 12-month period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term. To preserve the non-transient, single family residential, nature of the Property, no Home, or portion of a Home, may be listed or advertised as being available for rent, lease, sublease, license, use or occupancy, on any internet website or web-based platform, including, without limitation, [airbnb.com](https://www.airbnb.com), [vrbo.com](https://www.vrbo.com), [homeaway.com](https://www.homeaway.com) or any other similar website or web-based platform, regardless of the term or duration of such rental, lease, sublease, license or occupancy. This restriction shall not prohibit the use of an MLS listing service or similar internet website or web-based platform by Owners for leasing activities permitted under this Master Declaration. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said thirty (30) days except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Master Declarant, its Affiliates, or Persons Master Declarant approves, in connection with their development, construction, or sale of property in the Community.

An entire copy of the lease shall be provided to the Master Association and shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Master Association may require that the lease contain an addendum approved by the Master Association. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Master Association, the Home shall not be leased until such amounts are paid in full or unless the Master Association consents, in writing, to any such lease. If the Home is leased in violation of this provision, the Master Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Master Association and the Owner’s Home is leased, the Master Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Master Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Master Association



notified such tenant in writing that the rents must be remitted directly to the Master Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Master Association its agent for such purpose. The Master Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of this Master Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Master Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Master Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Master Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Master Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Each lease shall set forth the name, address, and telephone number of the Home's Owner and of the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Home.

If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Master Declaration to the same extent and effect as the original lease.

Within five (5) days of a lease being signed for a Home, the Owner shall notify the Board or the Master Association's managing agent of the lease and provide an entire copy of such lease to the Master Association and such additional information the Board may reasonably require. In addition to this subsection (b), the Board may, from time to time, adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

No Owner may assign or otherwise transfer the Owner's obligations under this Master Declaration to any tenant. The Master Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Master Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Master Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Master Association.

The Master Association shall be deemed a third party beneficiary of all leases of Homes, and shall have the right, but not the obligation, to enforce the terms and conditions of



such leases against the tenant or the Owner. Notwithstanding the foregoing, the Master Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Master Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Master Association and all other Owners in the Community, including, but not limited to, Master Declarant, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Home, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Master Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

The Master Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of the Governing Documents by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

(c) Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations of the Governing Documents and any damage and losses they cause to the Master Association Property, notwithstanding the fact that such Persons also are personally responsible for complying and may be sanctioned for any violation.

(d) Subdivision of a Lot. Lots may not be subdivided or their boundary lines changed except with Master Declarant's or the ARC's prior written approval. Master Declarant may subdivide, change the boundary lines of, and replat any Lot it owns without ARC or Board approval. In addition, if Master Declarant, or any Master Declarant Affiliate, owns any portion of the Community, it may convert Lots it owns into Master Association Property.

(e) Lodging; Timeshares. No Lot may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including ownership by more than three Persons as joint tenants or tenants-in-common), or assigning separate use periods of less than thirty (30) consecutive days' duration, are prohibited.

### 3.2. Rule Making Authority.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Master Association and the Members, the Board may change (*i.e.*, modify, cancel, limit, create exceptions to, or add to) the Use Restrictions and/or Rules and Regulations; however, during the Development and Sale Period the Board shall be required to obtain Master Declarant's written consent. The Board shall send the Members notice of any proposed change at least five (5) business days before the Board



meeting at which such change will be considered. The Owners shall have a reasonable opportunity to be heard at such Board meetings.

The proposed change to the Use Restrictions shall be approved unless disapproved by a majority of the Class “A” Members’ votes and by the Class “B” Member, if any. The Board is not obligated to call a meeting of the Members to consider disapproval unless it receives a petition that meets the Bylaws requirement for special meetings. If the Board receives such a petition before the effective date of the change, the change shall not become effective until after a meeting is held, and then subject to the outcome of the meeting. The Board, acting alone, may amend and/or abolish the Rules and Regulations, or any of them, in the Board’s discretion, subject to its duty to exercise business judgment and reasonableness on behalf of the Master Association and the Members.

(b) Alternatively, members representing a majority of the Class “A” votes, at a Master Association meeting duly called for such purpose, may vote to change the Use Restrictions then in effect. Any such change during the Development and Sale Period shall require approval of Master Declarant.

(c) No action taken under this Article shall have the effect of modifying, repealing, or expanding the Architectural Guidelines or any provision of this Master Declaration other than the Use Restrictions and Rules and Regulations, respectively. In the event of a conflict between the Architectural Guidelines, the Use Restrictions and/or the Rules and Regulations, the Architectural Guidelines, the Use Restrictions and the Rules and Regulations shall control in that order. In the event of a conflict between the Use Restrictions or Rules and Regulations and any provision within this Master Declaration (exclusive of the Use Restrictions), the Master Declaration provision shall control.

(d) The procedures described in this Section 3.2 are not intended to apply to reasonable rules and regulations relating to use and operation of the Master Association Property, which the Board may adopt by resolution, or other administrative rules, unless the Board chooses, in its discretion, to submit to such procedures.

(e) Except as may be set forth in this Master Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in Exhibit “B,” or in the Rules and Regulations, the Master Association’s actions with respect to Use Restrictions and Rules and Regulations must comply with the following:

(i) Displays. Owners’ rights to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residential neighborhoods with homes of comparable type, quality, and price range to those in the Community shall not be further abridged, except that the Master Association may adopt time, place, size, number, and manner restrictions with respect to such displays.

(ii) Signs. No sign, display, poster, advertisement, notice or other lettering of any kind whatsoever (including, without limitation, “For Sale,” “For Rent” or “By Owner” or any other signs for the sale or renting of homes) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building, vehicle or other



Improvement in Skye Ranch (including, without limitation, a Home) without the prior written approval of the ARC, which approval may be given, withheld, conditioned or denied in the sole and absolute discretion of the ARC. Notwithstanding anything to the contrary contained in these Rules and Regulations, the ARC shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a “For Sale,” “For Rent,” “By Owner” or any other similar sign for the renting or sale of a Home so long as Master Declarant owns a Lot in Skye Ranch or so long as Master Declarant or any of Master Declarant’s affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Skye Ranch or other communities developed or marketed by Master Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Master Declarant or a Builder, their successors or assigns, for advertising and marketing during the Development and Sale Period of Skye Ranch or other communities developed and/or marketed by Master Declarant and/or its Affiliates and other signs authorized by Master Declarant and/or its Affiliates shall be exempt from these restrictions. Such sign or signs as Master Declarant and/or its Affiliates and/or a Builder and/or its Affiliates may be required to erect under the terms of an institutional mortgage shall be exempt from this restriction. An Owner may display a security sign, provided by a contractor for security services, as permitted by the HOA Act. This provision may not be amended without the prior written consent of Master Declarant.

(iii) Activities Within Homes. The Master Association shall not interfere with activities carried on within a Home, except that it may prohibit activities not normally associated with residential property, and it may restrict or prohibit activities that create monetary costs for the Master Association or other Owners, that create a danger to anyone’s health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the Home that create undesirable odors noticeable to persons outside the Home, or that are an unreasonable source of annoyance, or that violates a provision of the Governing Documents. This provision shall not be applicable to Master Declarant and/or its Affiliates and/or a Builder and/or its Affiliates.

(iv) Alienation. The Master Association shall not prohibit leasing or transfer of any Lot or require the Master Association’s or the Board’s consent prior to leasing or transferring a Lot. The Master Association may impose restrictions on leasing, in addition to those set forth in this Article, and may require that Owners use a Master Association-approved addendum (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Lot.

(v) Abridging Existing Rights. The Master Association may not require an Owner to dispose of personal property that was in or on a Lot in compliance with previous rules. This exemption shall apply only during the period of such Owner’s ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(vi) Right to Develop. The Master Association may not impede Master Declarant’s or any Builder’s right to develop, market, or sell the Property or any portions thereof.

Master Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings



upon adjacent land or other property being developed or marketed by Master Declarant, Builder or any of their affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Master Declarant, Builder and their Affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, the Owners, the Master Association, and the ARC shall not do anything whatsoever to interfere with or impede any of Master Declarant's, Builder's or of their Affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Master Declarant, Builder or any of their Affiliates, or the sale, rental and/or other transfer of Homes by Master Declarant, Builder or any of Master Declarant's Affiliates. In this respect, Master Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Master Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Master Declarant, Builder and/or any of their affiliates to carry on its work and other activities including, without limitation, Master Declarant's development and construction of Skye Ranch and the Homes therein.

In general, the restrictions and limitations set forth in this Article III and in Exhibit "B" shall not apply to Master Declarant or to Lots owned by Master Declarant. Master Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Master Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Master Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article III and Exhibit "B" in addition to whatever remedies at law to which it might be entitled.

This subsection (f) may not be amended without the prior written consent of Master Declarant so long as it owns any portion of the Property.

### 3.3. Owners' Acknowledgment and Notice to Purchasers.

Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot is limited and affected by the terms of the Governing Documents, including the Use Restrictions and the Rules and Regulations, which may change from time to time. All Lot purchasers are on notice that the Master Association may have adopted changes to the Use Restrictions and Rules and Regulations and that such changes may or may not be set forth in a recorded document. Copies of the current Use Restrictions and Rules and Regulations may be obtained from the Master Association.

## **ARTICLE IV ARCHITECTURE AND LANDSCAPING**

### 4.1. General.

Skye Ranch is being developed with the intent that the Homes in each Neighborhood harmonize with each other and present a consistent style. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with



Skye Ranch and each Neighborhood, Master Declarant hereby declares that the style and form of Skye Ranch and each Neighborhood, as originally constructed or approved by Master Declarant, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

Except for work done by or on behalf of Master Declarant or any Master Declarant Affiliate, no structure or thing shall be placed, erected, or installed upon any Lot and no improvements of any kind or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, except in compliance with this Article and the Architectural Guidelines.

All Owners of Lots along or adjacent to the Lakes are prohibited from disturbing or removing any vegetation within the Lake bank areas and are subject to certain restrictions regarding fences as set forth in Section 5.12(b)(vi) and in Exhibit C.

An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot and/or in any manner alter the landscaping in the Community as initially installed by Master Declarant, without the prior written approval of Master Declarant for as long as Master Declarant owns a Home, and thereafter without the prior written consent of the ARC. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for the payment of the increase in maintenance fees for such shrubs, trees and/or landscaping.

Any Owner may remodel, paint, or redecorate the interior of the Home on his or her Lot without approval hereunder. However, modifications to the interior of screened porches, patios, and any other portions of a Lot or structure visible from outside a structure are subject to approval under this Article.

Improvements shall be constructed only by qualified Persons acceptable to the Reviewer [as defined in Section 4.2(c)]. Owners shall be responsible for obtaining all permits and approvals from the County and other governmental agencies.

This Article does not apply to Master Declarant's or its Affiliates' activities, nor to the Master Association's activities during the Development and Sale Period.

#### 4.2. Architectural Review.

(a) By Master Declarant. Master Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Master Declarant's rights under this Article shall continue until termination of the Development and Sale Period, unless Master Declarant earlier terminates its rights in a recorded instrument. Master Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Master Declarant or its designee acts solely in Master Declarant's interest and owes no duty to any other Person.



Master Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the ARC. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Master Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Master Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Master Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Master Declarant specifically delegates.

(b) Architectural Review Committee. Upon Master Declarant's delegation or upon expiration or termination of Master Declarant's rights under this Article, the Master Association, acting through the ARC, shall assume jurisdiction over architectural matters. When appointed, the ARC shall consist of at least three (3), but not more than five (5), persons. Members of the ARC need not be Members of the Master Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ARC members shall serve and may be removed and replaced in the Board's discretion.

Unless and until such time as Master Declarant delegates any of its reserved rights to the ARC or Master Declarant's rights under this Article terminate, the Master Association shall have no jurisdiction over architectural matters.

(c) Reviewer. For purposes of this Article, the "Reviewer" is the Person having jurisdiction under this Section in a particular case.

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include, without limitation, the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals the Reviewer employs or with whom it contracts.

The Board may include the compensation of such Persons in the Master Association's annual operating budget.

#### 4.3. Guidelines and Procedures.

(a) Architectural Guidelines. Master Declarant may prepare the initial Architectural Guidelines, which may contain general provisions applicable to all of the Community as well as specific provisions that may vary according to location within the Community or product type. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee an application's approval.

Master Declarant shall have sole and full authority to amend the Architectural Guidelines, from time to time, during the Development and Sale Period. Master Declarant's right to amend shall continue even if its reviewing authority is delegated to the ARC, unless Master Declarant also delegates the power to amend to the ARC. Upon termination or delegation of



Master Declarant's right to amend, the Board may amend the Architectural Guidelines, subject to Master Declarant's veto right under Section 4.2(a) (if still applicable).

Amendments to the Architectural Guidelines shall be prospective only. They shall not require modifications to or removal of structures, improvements, and other things previously approved once the approved construction or modification has begun. However, any new work or improvements on such structures must comply with the Architectural Guidelines as amended. Subject to the Community-Wide Standard, there is no limit to the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Reviewer shall make the Architectural Guidelines available to Owners and Builders who seek to engage in development or construction within the Community. In Master Declarant's discretion, the Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

(b) Procedures. Unless the Architectural Guidelines provide otherwise, no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved in writing by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer and/or the Architectural Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction or other activity as the Reviewer deems relevant.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures.

The Reviewer shall make a determination on each application within forty-five (45) days after receipt of a completed application and all other information the Reviewer requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until forty-five (45) days after the final, required submission stage. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application, with or without conditions, and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of a final determination on any application. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.



After the initial 45-day period has elapsed, if the Owner has not received notice of the Reviewer's determination, the Owner may make a second written request for approval of the plans previously submitted which shall be marked "Second Request." If the Reviewer fails to respond within seven (7) business days from receipt of the Second Request, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines or other Governing Documents unless a written variance has been granted pursuant to Section 4.6.

Notwithstanding anything to the contrary in this Master Declaration or the Bylaws, Owners shall send any such "Second Request" via the U. S. Postal Service, certified mail, return receipt requested, or by commercial overnight carrier that obtains a signed receipt upon delivery. A Second Request shall be deemed made, and the seven (7) business day time period shall commence running, on the date of the Reviewer's actual receipt of the Second Request, as evidenced by its signature on the return receipt provided by the U. S. Postal Service or in the records of the overnight carrier, as applicable.

As part of any approval, the Reviewer may require that construction and landscaping in accordance with approved plans commence and be completed within a specified time period. If construction does not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities within the scope of this Article. Once commenced, such activities must be diligently pursued to completion. All elements of the approved plans shall be completed within one year of commencement unless a shorter or longer period is otherwise specified in the notice of approval or the Architectural Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Master Association or Master Declarant.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless written approval to modify any application has been obtained.

Master Declarant or the ARC, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

#### 4.4. Security Deposits for Improvements; Indemnification.

Any Owner desiring to make Improvements may be required by the ARC, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the ARC, at the time of the Owner's submission of plans and specifications for review and approval by the Reviewer, a Five Thousand Dollar (\$5,000.00) security deposit to cover costs of incidental damage caused to Master Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements. The ARC shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The ARC shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ARC



that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the ARC, and (ii) the ARC's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to Master Association Property by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Master Association Property to the satisfaction of the ARC, the ARC shall have the right (but not the obligation), after five (5) days' notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the ARC to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the ARC for all reasonable costs expended by the ARC that exceed the security deposit, including Legal Costs, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the ARC a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the ARC of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the ARC, if any.

Notwithstanding anything contained in this Section to the contrary, the ARC return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The ARC's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ARC, Master Declarant, and/or the Master Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the ARC, Master Declarant, and the Master Association generally, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

The ARC shall not be liable or responsible to anyone for any damages, losses or expenses resulting from the ARC's holding of the security deposit or disbursement thereof unless same shall be caused by the gross negligence or willful malfeasance of the ARC. In the event of any disagreement relating to the security deposit held by the ARC or the disbursement thereof, the ARC shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and the ARC shall not become liable in any way for such refusal. The ARC shall have the right, at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon the ARC's obligations hereunder shall terminate and the ARC shall be automatically released of any and all obligations.

#### 4.5. No Waiver of Future Approvals.



Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be feasible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the Reviewer's right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

#### 4.6. Variances.

The Reviewer may authorize variances from compliance with the Architectural Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall (a) be effective unless in writing; (b) be contrary to this Master Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Master Declarant's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Master Declaration shall be deemed to have occurred with respect to the improvements for which the variance was granted.

#### 4.7. Limitation of Liability.

This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community. The standards and procedures do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every Home is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Master Declarant, Master Declarant's Affiliates, any predecessor Master Declarant, the Master Association, its officers, the Board, the ARC, the Master Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work related to approved work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any owner or their contractor or their subcontractors, employees, or agents, whether or not Master Declarant has approved or featured such contractor as a Builder in the Community; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or in any other way connected with the performance of the duties hereunder unless due to willful misconduct or bad faith. In all matters, the Master Association shall defend and indemnify and hold harmless



Master Declarant, Master Declarant's Affiliates, any predecessor Master Declarant, the Board, the ARC, the members of each, and the Master Association officers as provided in the Articles.

By submitting a request for review and approval, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless Master Declarant, Master Declarant's Affiliates, any predecessor Master Declarant, the Master Association, its officers, the Board, the ARC, the Master Association's management agent, any committee, or any member of any of the foregoing, from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Costs) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted and/or the security deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the ARC of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

#### 4.8. Enforcement.

Any construction, alteration, improvement or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action pursuant to Section 7.4. Any act of any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed to be an act done by or on behalf of such Owner.

### **ARTICLE V MAINTENANCE AND REPAIR**

The responsibility for the maintenance of the Property is divided between the Master Association, the CDD and the Owners. Exterior and interior maintenance of structures is the responsibility of the owners of such structures. The Master Association may enter into agreements with the CDD or others for the Master Association's management and/or maintenance of all or part of the property to be maintained by such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated a Common Expense of the Master Association, if the Master Association Board determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof, unless the responsibility is that of the Master Association as described herein. Open space owned by or dedicated to the Master Association shall be maintained by the Master Association and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space.

#### 5.1. By the Owners.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including equipment and appurtenances in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Lot and Home which, if omitted, could adversely affect Skye Ranch, the other Owners or the Master Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited



to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. The Owner of each Lot shall also be responsible for the replacement of all turf and plant replacement for any turf or landscaping that may die and the Owners shall responsible for the replacement of all turf and landscaping on such Owner's Lot. The Master Association will be responsible for the evaluation and documentation of any dead turf and plants that were part of the original landscape installed by Declarant at the time the Lot becomes a Completed Lot. All turf and plants will be evaluated bi-annually with any turf that is dead or beyond reasonable recovery replaced with Community standard grass, and all dead plants or plants that are beyond reasonable recovery replaced at the Owners expense when conditions are favorable for new plant survival. Plants will either be replaced with the same plant variety or another variety that is less problematic and compatible with the remaining landscape. The Master Association retains the right to modify plants on the approved plant list and to modify plant arrangement in beds whenever certain plants become overly problematic to maintain, given specific site conditions. The evaluation process will be conducted by a qualified agent of the Master Association to properly document probable cause of plant and turf decline. All landscape maintenance related factors including, but not limited to, irrigation management, over-spray caused by post emergent herbicide applications and turf burn due to improper distribution rates will be communicated to the Master Association's landscape vendor for assessment and replacement as needed when such situations arise. Owners will receive a notification bi-annually (Spring & Fall) if there are any landscape replacements items that need replacement. The Master Association will allow the Owner 30 days from the date of the letter to fix the items listed in the letter. If the Owner chooses not to address the item(s), the Master Association shall levy a Benefited Assessment against such Owner's Lot for the costs and expenses for such replacement, which will become due within thirty (30) days of completion of the work. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water (but excluding water associated with irrigation of the Master Association Property which shall be an Operating Expense of the Master Association), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Master Association, the proceeds of the insurance received by the Master Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

B. The Owners of Lots in Cassia at Skye Ranch Neighborhood shall also be responsible for the maintenance, repair and replacement of all landscaping installed on the Lot within the Cassia at Skye Ranch Neighborhood (including, mowing, fertilizing, edging, watering,



pruning, and replacing, and controlling disease and insects). Mowing of the landscaping shall also include edging next to any sidewalk located upon the Lot or Roadway so that there is a clean line where the grass meets the sidewalk and the Roadway. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas in accordance with the Community-Wide Standard and County regulations and requirements.

C. Each Owner shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in the Home. Each Owner shall be required to clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Home, and any other common elements; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. Each Owner shall be responsible for damage to the Home and personal property, as well as any injury to the Owner and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Master Association to remove mold from the Home if the Owner fails to remediate same and each Owner shall be responsible for the repair and remediation of all damages to the Home caused by mold.

D. In addition to the above, Owners of all Homes shall be responsible to: fix leaks in and otherwise maintain and repair the roofs of their Homes; replace any dead or obviously dying trees on their Lots; and maintain, repair and replace any approved fences on their Lots. Owners of Homes shall also clean, maintain, repair and replace the driveways located on their Lots and keep the sidewalks, if any, located on or contiguous to their Lots clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

E. Master Declarant or a Builder may have constructed or installed drainage swales, drainage lines, and/or other equipment on a Lot for the purpose of managing and/or containing the flow of excess surface water, if any, found upon such Lot from time to time. The Owners shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment. Maintenance, operation, and repair shall, without limitation, mean the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the SWFWMD. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as



soon as possible by the Owner(s) of the Lot upon which the drainage swale, drainage lines, and other equipment is located.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement, and other obligations of the Owners specified in this Master Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the Community-Wide Standard.

## 5.2 By the Master Association.

The Master Association shall perform, or cause to be performed, the following:

A. maintenance and care (including, mowing, fertilizing, edging, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Master Association Property and the Lots located within the Esplanade at Skye Ranch Neighborhood. Lot landscape maintenance does not include turf and plant replacement for any turf or landscaping that may die and the Owners shall be responsible for the replacement of all turf and landscaping on such Owner's Lot as provided in Section 1.B above. Declarant is using varying types of sod/grass throughout the Community, in both Common Areas and on Lots, which may result in the "blending" of differing sod/grass types abutting one another. As a result and because grass may die or become unsightly, Owners, at their sole cost and expense, may elect to replace their respective lawns, subject to prior written approval of the Architectural Review Committee. Unless otherwise approved in writing by the Architectural Review Committee, all sod must be replaced in a way such that no change in the condition of the soil or the level of the land within the Community shall be made which would result in any permanent change in the flow or drainage of surface water within the Community.

B. operation, maintenance, repair, and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, and time clocks, wherever located) serving the Master Association Property and the Lots located within Esplanade at Skye Ranch Neighborhood. Notwithstanding the foregoing, each Owner shall be responsible for any damage caused to any portions of the irrigation system caused by such Owner and/or such Owner's family members, tenants, guests and invitees and Owner shall indemnify, defend and hold the Master Association harmless from and against any and all losses, claims damages and/or liabilities resulting from any such damage.

C. The Master Association shall have the right, but not the obligation, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Owner's cost and expense on (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street; on behalf of the Owner of such Lot. The Owner of said Lot shall be required to reimburse the Master Association for the costs and expenses incurred by the Master Association in connection with the uprighting and/or removal of any fallen or dislodged trees. In that regard, the Master Association may levy a Benefited Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners.



D. The Master Association shall operate, maintain and repair the Surface Water and Storm Water Management System constructed over, through and upon the Property pursuant to an agreement to be entered into with the CDD. There is hereby reserved in favor of the Master Association and/or the CDD the right to enter upon the Master Association Property and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water and Storm Water Management System over, through and upon the Property. The Master Association and/or the CDD shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Surface Water and Storm Water Management System as may be necessary to maintain the system in its original condition and use. In the event the Master Association and/or the CDD fail to maintain the Surface Water and Storm Water Management System in accordance with this Master Declaration and/or the Water Management District Permit, then the SWFWMD shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the Master Association and/or the CDD to compel the Master Association and/or the CDD to correct any outstanding problems with the system facilities or in mitigation or conservation areas under the responsibility or control of the Master Association and/or the CDD. A copy of the Water Management District Permit is attached hereto as Exhibit "E." The Water Management District Permit, together with any action(s) taken by the SWFWMD with respect to the Water Management District Permit, shall be maintained by the Master Association and/or the CDD.

Neither the Master Association nor any Owner shall alter the slopes, contours, or cross-sections of the Lakes, Lake banks, and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any of the littoral zones or Lake maintenance easements except upon the written approval from the applicable governmental authority. The Master Association and/or the CDD shall be responsible for maintaining the required survivorship and coverage of any planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations, including, without limitation, all permits issued by governmental and/or quasi-governmental authorities, applicable to the Lakes, Lake banks and littoral zones.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement, and other obligations of the Master Association specified in this Master Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the Community-Wide Standard.

E. The Master Association shall be responsible for performing monthly preventative maintenance checks and repair of the Irrigation System serving the Lots in the Esplanade at Skye Ranch Neighborhood and the costs of the operation, maintenance, repair and replacement of the irrigation pipes and related equipment, sprinkler heads and drip tubes, and any monthly fees and other costs of water and/or electric usage shall be a Benefited Assessment of the Master Association to the Owners in Esplanade at Skye Ranch Neighborhood. Owners will be invoiced by the Master Association for the repair and/or replacement of irrigation timers, solenoids and valves serving such Owner's Lot, including those which are damaged by power surges that are beyond the ability of the Master Association or its vendors to control. There is



hereby reserved in favor of the Master Association, the right to enter upon the Lots in the Esplanade at Skye Ranch Neighborhood for the purpose of operating, maintaining, repairing and replacing the Irrigation System(s) over, through and upon the Lots in the Esplanade at Skye Ranch Neighborhood. Each Owner shall be responsible for the costs and expenses relating to the Master Association having to repair any damage caused to the Irrigation System, unless such damage has been proven to be caused by the Master Association or its agents, and each Owner shall indemnify, defend and hold the Master Association harmless from and against any and all losses, claims damages and/or liabilities resulting from any such damage.

### 5.3. Insurance on Lots; Casualty Losses.

Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Master Association pursuant to this Master Declaration or any applicable Supplemental Declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Master Association Property due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Master Association Property, to the extent such coverage is not provided by policies maintained by the Master Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Master Association's policies. Such insurance policy or policies shall name the Master Association as an additional insured. Unless a Mortgagee is named as the loss payee under any such policy, the Master Association shall be named as an additional loss payee.

In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV.

Each Owner shall provide a certificate evidencing such insurance to the Master Association within ten (10) days of any written request from the Board. In addition, if the Board so requests, each Owner shall file with the Master Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or permits such insurance to lapse, the Master Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV, except that if the Master Association has assumed responsibility for insurance coverage hereunder, the Master Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Master Association has expressly, in writing, assumed insurance responsibility.



Master Declarant, Builders and their respective Affiliates shall be exempt from the provisions of this Section 5.3, provided that any such reconstruction, rebuilding or repairs made by Master Declarant or Builder shall be consistent, as to the exterior appearance, with the improvements as they existed prior to the damage or other casualty.

## **ARTICLE VI THE MASTER ASSOCIATION AND ITS MEMBERS**

### **6.1.    Function of Master Association.**

The Master Association is the entity responsible for management, maintenance, operation, and control of the Master Association Property. The Master Association also has primary responsibility for administering and enforcing the Governing Documents. The Master Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Master Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the Bylaws. Membership in the Master Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Master Declaration, the Articles of Incorporation, or Bylaws of the Master Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

### **6.2.    Membership.**

The Master Association initially shall have two (2) classes of membership, Class "A" and Class "B." Class "A" Members are all Owners of Lots in Skye Ranch, except the Class "B" Member. The sole Class "B" Member shall be Master Declarant. The Class "B" membership shall terminate at Turnover.

If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described in Section 6.3 and in the Articles. Co-Owners are jointly and severally obligated to perform the responsibilities of an Owner. The membership rights of an Owner that is not an individual (*e.g., a corporation*) may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a voting certificate provided to the Master Association's Secretary.

### **6.3.    Voting.**

(a)    Class "A." Class "A" Members have one (1) equal vote for each Lot they own, except that there is only one (1) vote per Lot.

(b)    Class "B." The Class "B" Member shall have three (3) times the total number of votes of the Class "A" Members plus one (1).

Upon termination of the Class "B" membership, Master Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot it owns.



Any vote associated with a Lot (i) owned by spouses may be exercised by the spouses, subject to the provision of this Master Declaration, the Articles and the Bylaws, or (ii) owned by a corporation, partnership, trust or other entity or joint form of ownership, may only be exercised by the individual(s) listed on a voting certificate filed with the Board of Directors and then subject to Rules and Regulations of the Master Association.

## **ARTICLE VII MASTER ASSOCIATION POWERS AND RESPONSIBILITIES**

### **7.1. Acceptance and Control of Master Association Property**

(a) To the extent herein provided, certain Master Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. On or prior to the Turnover Date, Master Declarant or its successors and assigns shall convey and transfer to the Master Association, by quitclaim deed, the fee simple title to the Master Association Property free and clear of any mortgages and the Master Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) real estate taxes and assessments due with respect to the Master Association Property from and after the date of recording of this Master Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Master Association Property; (iv) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record; and (v) the terms and provisions of this Master Declaration, as the same may have been modified, amended and/or supplemented from time to time. Master Declarant is not obligated to provide the Master Association with a survey or a title insurance policy.

At the time of conveyance of the Master Association Property or any portion thereof, the Master Association shall be required to accept the Master Association Property, together with the personal property and Improvements appurtenant thereto, if any. The Master Association hereby agrees to accept the Master Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Master Association Property or any portions thereof, and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE MASTER ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND MASTER DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE MASTER ASSOCIATION PROPERTY AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.



TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS). Without limitation, the Master Association shall accept all Roadways, bridges and sidewalks, including, without limitation, all gutters, curbs and paver bricks located within and adjacent to the Roadways and sidewalks, all as installed by Master Declarant, provided such Roadways, bridges, sidewalks, gutters, curbs and paver bricks perform their intended purposes. The Master Association and all Owners hereby further acknowledge and agree that small cracks in the Roadways, bridges, sidewalks, gutters, curbs and paver bricks as well as the ponding or collection of water following periods of rain thereon are normal and shall not be considered to be defects or deficiencies of any kind whatsoever.

The Master Association and each Owner acknowledges and agrees that Master Declarant has or will install trees, shrubs, plants and other landscaping that meets or exceeds the requirements of the County Land Development Code ("LDC") and that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. After the Turnover Date, the Master Association shall have no claim whatsoever against Master Declarant and hereby releases any and all claims against Master Declarant for any trees, shrubs, plants, sod, grass and other landscaping that has decayed or died regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants, sod, grass and other landscaping, when looked at as a whole, exceed the minimum requirements of the LDC.

The Master Association and each Owner acknowledge and agree that Master Declarant has or will install an irrigation system(s) for the Master Association Property and that the Master Association shall accept the conveyance of such irrigation system(s) from Master Declarant in their "as-is" condition. Due to watering restrictions instituted by the Water Management District, Master Declarant cannot guarantee that the irrigation system(s) pumps will be able to provide adequate water or pressure at all times for the Master Association Property. After the Turnover Date, the Master Association shall have no claim whatsoever against Master Declarant and hereby releases any and all claims against Master Declarant for any lack of water pressure or adequate water supply regardless of the reasons therefor.

The Master Association and each Owner acknowledge and agree that Master Declarant has or will install the Surface Water Management System and that the Master Association shall accept the conveyance of such Surface Water Management System from Master Declarant in its "as-is" condition. Master Declarant cannot guarantee that the Surface Water Management System will be able to provide adequate drainage during periods of heavy rain and therefore temporary ponding may occur. After the Turnover Date, the Master Association shall have no claim whatsoever against Master Declarant and hereby releases any and all claims against Master Declarant for any temporary ponding that may occur.

The Master Association shall accept this conveyance of the Master Association Property (together with the personal property and Improvements appurtenant thereto) and shall



pay all costs of such conveyance including documentary stamps and other taxes of conveyance and recording charges. The conveyance shall not, however, impair in any way Master Declarant's rights and easements as set forth in this Master Declaration.

Commencing upon the date this Master Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Master Association, the Master Association shall be responsible for the maintenance of the Master Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Master Association shall be responsible for the payment of real estate taxes, if any, against the Master Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Master Declaration is recorded.

The Owners (including Master Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Master Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Master Association Property or any other property required to be maintained by the Master Association.

(b) The Master Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property, subject to the provisions of Section 15.9. The Master Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Master Association Property by others.

(c) The Master Association is responsible for management, operation, and control of the Master Association Property, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to the Master Association. The Board may, from time to time, adopt such reasonable rules regulating use of the Master Association Property as it deems appropriate. The Master Association may enter into a property management agreement with any Person, including Master Declarant or any Master Declarant Affiliate.

(d) Master Declarant may elect to construct or install certain improvements or facilities upon portions of the Master Association Property, but is not obligated to do so and may elect to leave portions of the Master Association Property in their natural unimproved state. Master Declarant shall have the absolute right and power to determine what improvements or facilities, if any, will be located on the Master Association Property during the Development and Sale Period.

(e) Master Declarant hereby reserves the right, at all times after conveyance of the Master Association Property to the Master Association, to enter the Master Association Property, without prior notice, and to inspect the condition thereof and the improvements and facilities thereon, if any. If Master Declarant determines, in its sole judgment, that the Master Association has failed to maintain any portion of the Master Association Property in a manner consistent with the Community-Wide Standard, it may so notify the Master Association, in writing, and the Master Association shall promptly perform the required maintenance or repairs. Failure of the Master Association to maintain the Master Association Property in a manner



consistent with the Community-Wide Standard shall relieve Master Declarant and any predecessor Master Declarant of any liability to the Master Association or to any Member for any condition of the Master Association Property. Master Declarant shall have the right to make a record of its inspections by any means available, including, but not limited to, photographing and/or videotaping the Master Association Property, and shall have the right to perform tests or examinations to determine the condition of the Master Association Property. Notwithstanding the foregoing, Master Declarant shall have no obligation to perform inspections of the Master Association Property owned by the Master Association, and the Master Association shall not be relieved of its obligation to maintain the Master Association Property because of the election of Master Declarant or any predecessor Master Declarant to inspect or not to inspect or report to the Master Association the condition of the Master Association Property.

(f) From the time that the Master Association Property or any portion thereof is opened and put into use for the enjoyment of Owners, Master Declarant shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, the Master Association and all persons and entities of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Master Association Property or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment of the Master Association Property shall be within, under, and subject to the Master Association's control as may be set forth in this Master Declaration and not Master Declarant. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Master Association Property and facilities, fixtures or improvements located thereon or comprising same to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Master Association Property and its improvements, facilities and fixtures shall use, enjoy, and visit the same at their own risk and peril.

#### 7.2. Maintenance of Master Association Property.

The Master Association shall be responsible for the maintenance, repair and replacement of the Master Association Property in accordance with the Community-Wide Standard. The Master Association Property includes, but is not limited to, amenities, recreational facilities, landscaping, signage, perimeter walls, fencing, structures, private streets, Lakes, ponds, streams, ditches, culverts, and/or wetlands located within the Community which serve as part of the Surface Water and Storm Water Management System, including associated improvements and equipment, but not including any such areas, improvements, or equipment maintained by the CDD, the County or any other governmental or quasi-governmental body.

The Master Association shall maintain the littoral shelf, if any, of all Lakes, culverts, ditches, or waterways serving as part of the Surface Water and Storm Water Management System, which maintenance may include, without limitation, appropriate landscaping and plantings.

The Master Association is obligated to maintain, to oversee and provide for the continued, phased removal of nuisance, exotic plant species that become reestablished within the



Master Association Property for the life of the Community consistent with the Sarasota County Unified Development Code.

The Master Association may maintain other property that it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the owner of such other property consents. The Master Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities.

The Master Association shall maintain the facilities and equipment within the Master Association Property in continuous operation, except for any periods necessary, as the Board may determine in its discretion, to perform required maintenance, repairs, or replacement, unless Members representing at least 75% of the total votes agree in writing to discontinue such operation (which may include closing and/or demolishing such facilities or equipment). Notwithstanding the above, the Master Association Property may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Master Declarant's prior written approval during the Development and Sale Period.

Unless otherwise provided in this Master Declaration or any applicable Supplemental Declaration, the costs associated with maintenance, repair, and replacement of the Master Association Property shall be an Operating Expense.

Unless Master Declarant expressly agrees in writing with the Master Association to pay the costs of maintaining any portion of the Master Association Property, Master Declarant shall have no such obligation, regardless of any inferences which may be drawn from promotional or other materials. Notwithstanding the foregoing, in the event Master Declarant determines that the Master Association is not operating, maintaining, repairing, replacing and/or managing the Master Association Property in accordance with the Master Association's obligations hereunder, Master Declarant may (but is not obligated) rectify such failure by the Master Association after first providing the Master Association written notice thereof and an opportunity to cure such failure with fifteen (15) days after delivery of such written notice. In the event that the Master Association fails to so cure, then Master Declarant may do so on behalf of the Master Association and all fees, costs and expenses incurred by Master Declarant due to the Master Association's failure shall be reimbursed by the Master Association within ten (10) days following written demand therefor. All sums unpaid by the Master Association to Master Declarant shall bear interest at the maximum amount allowed by applicable law until repaid to Master Declarant in full.

### 7.3. Insurance for Master Association Property.

The Master Association shall keep all improvements, facilities, and fixtures located within the Master Association Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable.



(a) Required Coverages. The Master Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect any or all of the following types of insurance, as deemed necessary or advisable in the Board's business judgment and as may be reasonably available: (i) blanket property insurance covering all insurable improvements within the Master Association Property to the extent that the Master Association has responsibility for repair or reconstruction in the event of a casualty, regardless of ownership; (ii) commercial general liability insurance on the Master Association Property of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) insuring against liability for bodily injury, death, and property damage arising from the activities of the Master Association or with regards to Master Association Property, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and the Master Association and vice versa; (iii) directors and officers liability coverage; (iv) commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Master Association funds in an amount at least equal to three months of Assessments, plus all reserve funds; (v) to the extent any insurable improvements to Master Association Property are within an "A" flood zone, flood insurance in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Master Association Property or the maximum amount of coverage available under the National Flood Insurance Program; and (vi) such additional insurance as the Board, in its business judgment, determines advisable. Notwithstanding the foregoing, Master Declarant may obtain insurance for multiple communities which it is developing and/or other projects under a blanket policy instead of obtaining a separate policy for the Master Association, and charge a reasonable portion of the cost thereof to the Master Association.

Premiums for Master Association Property insurance shall be an Operating Expense.

(b) Policy Requirements. The Master Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons. All Master Association policies shall provide for a certificate of insurance to be furnished to the Master Association and, upon request, to each Member insured.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Master Association may contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as an Operating Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lot(s).



(c) Restoring Damaged Improvements. In the event of damage to or destruction of Master Association Property or other property which the Master Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(d) Waiver of Subrogation. As to each policy of insurance maintained by the Master Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Members, Master Declarant, any predecessor Master Declarant, and the directors, trustees, officers, shareholders, attorneys, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Damaged improvements on the Master Association Property shall be repaired or reconstructed unless Members representing at least 80% of the total votes in the Master Association and Master Declarant during the Development and Sale Period decide, within sixty (60) days after the loss, not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Master Association within such sixty (60) day period, then the period may be extended until such funds or information are available. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Master Association Property shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Master Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Master Association shall deposit any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, in a capital improvements account for the benefit of the Members. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

#### 7.4. Enforcement.

(a) The Master Association, acting through the Board, may impose sanctions for violation of the Governing Documents, subject to the notice and hearing procedures set forth in Exhibit "B", as applicable. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, which may accrue from the date of notice (in the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board); and

(ii) suspending the vote attributable to the violating Owner's Lot; and



(iii) suspending the violator's and any guest or invitee of the violator's right to use any recreational facilities within the Master Association Property; and

(iv) suspending any services which the Master Association provides to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Master Association; and

(v) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and/or the Architectural Guidelines from continuing or performing any further activities in the Community; and

(vi) levying Benefited Assessments pursuant to Section 9.5 to cover costs which the Master Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Costs, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

(b) In addition, but without limitation of the Master Association's other rights and remedies, the Master Association, acting through the Board or its designee, may take the following action to enforce the Governing Documents without the necessity of compliance with the notice and hearing procedures set forth in Exhibit "B":

(i) requiring an Owner, at its own expense, to perform maintenance on such Owner's Lot to complete any construction or modification approved pursuant to Article IV, or to remove any structure, item or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition; or

(ii) entering the property pursuant to the easement granted in Section 13.5 and exercising self-help to remove or cure a violating condition, or to complete any construction or modification approved pursuant to Article IV which was begun and not completed within the required time period, upon failure of an Owner to take action as required pursuant to subsection (i) above within ten (10) days after the Board's mailing of written notice to do so, and any such entry shall not be deemed a trespass (in the event of the occurrence of the same or similar violating condition within 12 months, the Owner shall not be entitled to any notice or opportunity to cure); or

(iii) exercising self-help in any situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and/or

(iv) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both, subject to the procedures set forth in Article XVI, if applicable.

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if



the Master Association prevails, it shall be entitled to recover all Legal Costs incurred in any such action.

(d) The Master Association's decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Master Association's position is not strong enough to justify taking any or further action; or

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Master Association's resources; or

(iv) it is not in the Master Association's best interests, considering, among other things, hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the right of the Master Association to enforce such provision at a later time under the same or other circumstances or preclude the Master Association from enforcing any other covenant, restriction, or rule.

(e) The Master Association, by contract or other agreement, may enforce applicable governmental regulations and permit a governmental authority to enforce ordinances, rules, statutes, or laws within the Community for the benefit of the Master Association and its Members.

(f) The SWFWMD, the County, the Master Association and/or the CDD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Master Declaration that relate to the maintenance, operation, and repair of the Surface Water or Storm Water Management System.

(g) Master Declarant shall be entitled to exercise all of the rights and powers granted to the Master Association under Sections 7.4(a)(v), 7.4(b), and 7.4(c), and shall be entitled to recover all costs that it incurs in so doing from the responsible Owner to the same extent as the Master Association would be entitled to recover them after notice and a hearing under Sections 7.4(a)(vi) and Section 7.4(c).

(h) The covenants, conditions, restrictions and easements herein contained shall be enforced by Master Declarant (so long as Master Declarant holds an equitable or legal interest in any Home), the Master Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction,



easement or provision hereunder. The failure by any party to enforce any such covenant, restriction, easement or provision herein contained shall in no event be deemed a waiver of such covenant, restriction, easement or provision or of the right of such party to thereafter enforce such covenant, restriction, easement or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Costs.

7.5. Implied Rights; Board Authority.

The Master Association may exercise any right or privilege given to it expressly or by reasonable implication by the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all of the Master Association's rights and powers may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on the Master Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Master Association Property, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Master Association or the Members. In exercising the Master Association's rights and powers, making decisions on the Master Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Master Association's affairs, Board members and the Master Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the Bylaws.

Notwithstanding anything contained herein to the contrary, the Master Association shall be required to obtain the approval of three-fourths (3/4) of the total votes (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;
- (d) the enforcement of Master Association rules;
- (e) the enforcement of the Architectural Guidelines;
- (f) the enforcement of any contract entered into by the Master Association with the CDD or vendors providing services to the Master Association;



(g) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Master Association Property, any improvements or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the total votes); or

(h) filing a compulsory counterclaim.

#### 7.6. Provision of Services to Lots.

The Master Association may provide, or provide for, services and facilities for all or any of the Members, and may enter into contracts or agreements with other entities, including, without limitation, Master Declarant or its Affiliates, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities, or may include the costs in the Master Association's budget as an Operating Expense and assess it as part of the Assessment, if provided to, or determined by the Board to be a benefit to, all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, internet access, security monitoring, caretaker, transportation, fire protection, utilities, trash collection and recycling, and other services and facilities.

Nothing in this Section shall be construed as a representation by Master Declarant or the Master Association as to what, if any, services or facilities shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services or facilities provided to Owners as an Operating Expense, shall not exempt any Owner from the obligation to pay assessments for such services or facilities.

#### 7.7. Relationships with Other Properties.

The Master Association may enter into contractual agreements or covenants to share costs with any neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of maintenance of Master Association Property.

#### 7.8. Relationship with Governmental and Tax-Exempt Organizations.

The Master Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Master Association Property to, state or local governments, public or private utility providers, and non-profit, tax-exempt organizations for the benefit of the Community, the Master Association and the Members. The Master Association may contribute money, real property (including, without limitation, Master Association Property), personal property, or services to any such entity. Any such contribution may be an Operating Expense and included as a line item in the Master Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not



limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

7.9. Right To Designate Sites for Governmental and Public Interests.

During the Development and Sale Period, Master Declarant may, but is not obligated to, designate sites within the Community for government, education, or religious activities and interests, including, without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. Subject to the approval requirements set forth in Section 15.9, the sites may include Master Association Property, in which case the Master Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Master Declarant.

7.10. Responsibilities Under Governmental Permits.

Master Declarant shall have the absolute and unconditional right in its sole discretion to assign, delegate, or otherwise transfer to the Master Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Community. The Master Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment or transfer and assumption shall be effective without the consent of the Master Association, but upon Master Declarant's request, the Master Association shall promptly execute any documents which Master Declarant requests to evidence the assignment or transfer and assumption of such responsibilities. The Master Association shall comply in all respects with the terms of and shall not undertake any activity inconsistent with, such permits and approvals. The Master Association shall indemnify, defend and hold Master Declarant harmless from any claims or losses arising out of the violation or failure to comply with any permit(s), or out of the operation, maintenance or use of any improvement or facility authorized by the permit(s), provided such claim or loss first occurs after the effective date of the assignment, delegation, transfer (or tender of the assignment, delegation, or transfer, if wrongfully refused by the Master Association).

7.11. Waterways; Water Level and Use.

With respect to any waterways now existing or which may hereafter be contained within or adjoining the Community, only Master Declarant (and after termination of the Class "B" Control Period, the Master Association and/or the CDD) shall have the right to pump or otherwise remove any water from such waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by Master Declarant (and following the termination of the Class "B" Control Period, the Master Association). Only Master Declarant (and after termination of the Class "B" Control Period, the Master Association) shall have the right to prescribe the schedule for watering of the landscaping in the Community and Master Association Property (subject to applicable legal requirements). No swimming, motorized boats or other motorized water vehicle or craft shall be permitted on such waterways.



All Owners acknowledge that the Property is located within the boundaries of the SWFWMD. Due to ground water elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of Master Declarant, the Master Association and the CDD, water levels in the waterways may rise and fall significantly due to among other things, fluctuations in ground water elevations within the surrounding areas. Accordingly, Master Declarant, the Master Association and the CDD have no control over such water levels and/or ground water elevations. Master Declarant, the Master Association and the CDD shall not have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality. Each Owner, by acceptance of title to a Lot, hereby releases Master Declarant, the Master Association, and the CDD from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and courts costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the waterways.

MASTER DECLARANT, THE MASTER ASSOCIATION AND THE CDD SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE WATERWAYS. ANY INDIVIDUAL USING THE WATERWAYS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY HOLDS MASTER DECLARANT, THE MASTER ASSOCIATION AND THE CDD HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, ACKNOWLEDGES THAT THE WATERWAYS ARE DEEP AND DANGEROUS. MASTER DECLARANT, THE MASTER ASSOCIATION, THE CDD, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY WATERWAY WITHIN SKYE RANCH, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF SKYE RANCH SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY SKYE RANCH AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.



No planting, fencing or other improvements or additions by the Owners within any easement shown on the Plat is permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the Lake banks or within the easement areas or rear yards of Lake Lots. In addition to the use of any easements by any Owner, as described above, the easements are for the use of the Master Association, the CDD, the SWFWMD, the County and any other governmental agency for access to the Lakes for maintenance of the Lakes and any littoral plantings and other proper purposes. No removal or damage to littoral or wetland plantings, if any, is permitted.

An imaginary line will be extended from the side property lines at the back of each Lake Lot down to the water's edge. The area encompassed between the rear property line and the water's edge between these imaginary lines shall be defined as the "Lake Bank Zone" as to each Lake Lot.

All Lake Lot Owners are prohibited from disturbing or removing any vegetation within the Lake Bank Zone to the Lake deep cut line without the prior written approval of the ARC, the SWFWMD and the County. A copy of any such approvals shall be provided to the Master Association.

All Lake Lot Owners are prohibited from disturbing or removing the "cluster" landscaping located in the rear of the Lots near the Lake Bank Zones without the prior approval of the ARC, the SWFWMD and the County.

#### 7.12. Surface Water and Storm Water Management System.

(a) Maintenance and Operation. The Master Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System, in compliance with all governmental approvals and requirements of the SWFWMD. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the SWFWMD and the County. Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or, if modified, as approved by the SWFWMD. Notwithstanding anything contained herein to the contrary, the Master Association shall maintain embankments so that grass, planting, or other lateral support shall prevent erosion of the embankment. The height, grade, and contour of such embankments shall not be changed without the prior written consent of Master Declarant, the ARC, the SWFWMD and/or the County.

(b) Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System and Preservation Areas/Wetlands must be transferred to and accepted by an entity which would comply with Sections 12.3.1(a) through (f), of the Water Management District's Applicant's Handbook Volume I, who has the powers listed in section 12.3.4(b)1. through 8., the covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in section 12.3.4(d)1. or 2. prior to its termination, dissolution, or liquidation.



(c) Shared Facilities. Certain portions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not owned by Master Declarant and not within the Community. Master Declarant reserves the right to grant such drainage and/or use such easements and rights as Master Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Community and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Master Association.

**ARTICLE VIII**  
**COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;**  
**COLLECTION OF ASSESSMENTS; COLLECTION BY MASTER DECLARANT;**  
**CERTAIN RIGHTS OF MASTER DECLARANT AND INSTITUTIONAL**  
**MORTGAGEES**

8.1. Affirmative Covenant To Pay Assessments.

In order to: (i) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Governing Documents; and (ii) maintain, operate and preserve the Master Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Lot Ready for Construction, Completed Lot and Incomplete Lot and each Builder, Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Master Association commencing from and after the first conveyance of a Lot Ready for Construction or a Completed Lot from Master Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments as more fully set forth herein, which Assessments may include, but may not be limited to, the Individual Lot Assessments, Benefited Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Master Association all Assessments in accordance with the provisions of the Governing Documents.

8.2. Operating Expenses.

The following expenses of the Master Association are hereby declared to be Operating Expenses which the Master Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Master Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Master Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Master Association Property and directors and officers liability insurance for the officers



and directors of the Master Association; (4) any sums necessary for the maintenance and repair of the Master Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) fees and other costs of water usage relating to the use, maintenance and repair of the Irrigation System(s) including, without limitation, all consumption and usage fees; (7) all sums necessary for the maintenance and repair of the Surface Water and Storm Water Management System, including, without limitation, work within retention areas, drainage structures and drainage easements; and (8) any and all expenses deemed to be Operating Expenses by the Master Association under this Master Declaration. The Board may, if it so determines, include reserves in the Master Association's annual budget. In addition, any expense which is required by this Master Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Master Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Master Association or the Master Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Master Association as a result of such loss; any judgment against the Master Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Master Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Master Association as a result of such judgment, or an agreement by the Master Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Master Association as a result of such settlement agreement; and Legal Costs incurred by the Master Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Costs incurred by the Master Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except Legal Costs incurred for lawsuits not approved pursuant to Section 7.5.

The Operating Expenses with respect to the Master Association Property are payable by each Owner to the Master Association notwithstanding the fact that Master Declarant may not have as yet conveyed title to the Master Association Property to the Master Association.

### 8.3. Establishment of Liens.

Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Costs, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Master Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Costs, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Master Association setting forth the amount due to the Master Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, except to the extent of any liability



set forth in the HOA Act, in the event a first Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of a deed or title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

#### 8.4. Collection of Assessments.

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Master Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Master Association:

(a) To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(b) To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Master Association up to and including the full amount for which such Owner(s) is (are) liable to the Master Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Costs, may thereupon be collected by the Master Association from the Owner(s) and such advance by the Master Association shall not waive the default.

(c) To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 8.3 hereinabove. The lien may be foreclosed by an action in the name of the Master Association in like manner as a foreclosure of a mortgage on real property.

(d) To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Costs, without waiving any lien rights or rights of foreclosure in the Master Association.

(e) To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 (\$25.00) Dollars or five percent (5%) of the past due amount, whichever is greater, by the Master Association to defray additional collection costs.

(f) To suspend the use rights of the Owner(s) in default to the recreational facilities within the Master Association Property, subject to the notice and hearing provisions in Exhibit "B".

(g) To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.



#### 8.5. Collection by Master Declarant.

In the event for any reason the Master Association shall fail to collect the Assessments, Master Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Master Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Master Declarant, together with Interest and costs of collection, including, but not limited to, Legal Costs.

#### 8.6. Rights of Master Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement.

Master Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Master Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Master Association in the event the same are overdue and when lapses in policies or services may occur. Master Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Master Association will be entitled to immediate reimbursement from the Master Association plus Interest and any costs of collection including, but not limited to, Legal Costs, and the Master Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Master Declarant if Master Declarant is entitled to reimbursement.

#### 8.7. Community Systems Services.

The Master Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Skye Ranch. Any and all costs and expenses incurred by the Master Association under or pursuant to any Bundled Service Agreements entered into by the Master Association for Bundled Services will be assessed against all Completed Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Owners will be responsible for hook-up costs, any converter boxes, remote control units and any Optional Services elected by the Owner, and the charges therefor shall be billed directly to the Owner. Notwithstanding anything to the contrary contained in this Master Declaration, the costs and expenses charged to the Master Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Master Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Service. The foregoing shall in no way obligate Master Declarant or the Master Association to enter into any Bundled Services Agreement.



**ARTICLE IX**  
**METHOD OF DETERMINING ASSESSMENTS**  
**AND ALLOCATION OF ASSESSMENTS**

9.1. Determining Amount of Assessments.

It shall be the duty of the Board of Directors to annually prepare a budget ("Budget") covering the estimated Operating Expenses of the Master Association. In addition to the Operating Expense Budgets which shall be the basis for operation and management of the Master Association Property, the Board of Directors shall annually attempt to determine the Operating Expenses which would be incurred upon completion of Skye Ranch, including without limitation any future expansions or additions of Master Association Property and number of Lots. Prior to the Turnover, these operational Budgets shall be utilized in determining Assessments allocated to Lots by allocating the Operating Expenses among the number of Lots anticipated to be constructed within Skye Ranch upon completion. This allocation of Assessments is undertaken in an effort to fairly allocate the Operating Expenses anticipated upon completion of Skye Ranch.

Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses on a twenty to one ratio (20:1) compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the Operating Expenses on a ratio of twenty to one (20:1). The total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the "Individual Lot Assessment" for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted, as needed, as hereinafter set forth. At such time as Master Declarant has conveyed all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Each Lot Ready for Construction shall be assessed at the rate provided for in any purchase and sale agreement between Master Declarant and a Builder. Notwithstanding anything in the Governing Documents to the contrary, any Assessment for Legal Costs incurred by the Master Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 9.3 except the Legal Costs incurred by the Master Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents.

9.2. Assessment Payments.

Individual Lot Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Master Association's option, Individual Lot Assessments may be payable monthly. Individual Lot Assessments, and



the quarterly or monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots (thus apportioning all such Assessments and installments thereof among all Completed Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot or a Lot Ready for Construction becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Incomplete Lot or Lot Ready for Construction shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot or Lot Ready for Construction, prorated from the date the Incomplete Lot or Lot Ready for Construction became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

For purposes of Assessments, a Lot Ready for Construction shall be assessed at the rate prescribed in any purchase and sale agreement between Master Declarant and a Builder.

### 9.3. Special Assessments.

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Master Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws, however, and notwithstanding anything in this Master Declaration to the contrary, the Board acting alone and without the consent of Members may levy Special Assessments for the following: (a) repair, reconstruction, or replacement of damaged or destroyed Improvements previously existing on Master Association Property (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Master Association Property, or (c) uprooting or removing any fallen or dislodged trees as set forth in Section 5.2 above; which shall not require such affirmative assent of at least two-thirds (2/3) of the votes of all Members. Prior to the Turnover, a Master Declarant controlled Board may not levy a Special Assessment unless a majority of the Members (other than Master Declarant) has



approved the Special Assessment by a majority vote at a duly called special meeting of the Members at which a quorum is present. Special Assessments are not included in any Deficit funding or subsidizing of the Budget as set forth in Section 9.8 below.

#### 9.4. Liability of Owners of Individual Lot Assessments.

By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments, any Benefited Assessments against their Lot, and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's Benefited Assessments, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments, Benefited Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Benefited Assessment or Special Assessment or other Assessment can and may be enforced by the Master Association and Master Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

#### 9.5. Benefited Assessments.

The Master Association may levy Benefited Assessments against one or more particular Lots as follows:

a. to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Master Association may offer (which might include the items identified in Section 7.6) or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

b. to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs, subject to the limitations of Section 7.4, as applicable;

c. to cover the costs and expenses charged to the Master Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Master Association is being charged under or pursuant to the Bundled Services Agreement;



d. to cover the costs and expenses charged to the Master Association pursuant to any contract for the Lot landscape maintenance for the Esplanade at Skye Ranch Neighborhood, including landscape plant replacement and turf replacement as determined by the Board, and for any landscaping that may die from natural causes or Owner negligence as determined by the Board and the landscape maintenance company;

e. to cover any “Lifestyle Fee” for the Owners within the Esplanade at Skye Ranch Neighborhood for exclusive events that may be offered to such Owners;

f. to cover the costs and expenses charged to the Master Association for mulch replacement for the Lots within the Esplanade at Skye Ranch Neighborhood; and

g. to cover the costs and expenses charged to the Master Association for irrigation to the Lots within the Esplanade at Skye Ranch Neighborhood and related facilities, and the maintenance, repair and replacement of the Irrigation System serving the Lots within the Esplanade at Skye Ranch Neighborhood, including, but not limited to, irrigation timers, solenoids and valves, including any damage caused by power surges that are beyond the ability of the Master Association or its vendors to control.

#### 9.6. Budgeting for Reserves.

The Board may, but is not obligated to, prepare and periodically review separate reserve budgets for the Master Association Property for which the Master Association maintains capital items which takes into account the number and nature of replaceable completed assets, the expected life of each completed asset, and the expected repair or replacement cost of capital items under each budget. The Board may include in the Operating Expense Budget adopted pursuant to Section 9.1, as appropriate, a contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period. The budgeted amount for reserves need not be for one hundred percent (100%) of the repair or replacement cost but may be for a lower amount as determined by the Board. The Board may determine to pool reserves, meaning that a general reserve fund may be used for any item for which reserves are being collected. Completed Lot Owners are referred to the then current Budget to determine if reserves are included in the Budget, the amount budgeted therefor and if Assessments include amounts for reserves.

Reserve funds, if collected, shall be held in a separate account or accounts from the operating and other funds of the Master Association.

The reserve funds may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Neither the Master Association membership nor the Board shall adopt, modify, limit, or expand such policies without Master Declarant’s prior written consent during the Development and Sale Period.



Notwithstanding anything contained in this Section 9.6, or as may be otherwise set forth in this Master Declaration, any reserve funds so collected and/or paid pursuant hereto are not created or established in accordance with Section 720.303(6)(d) of the HOA Act.

9.7. Assessments Payable by Master Declarant; Master Declarant Subsidies.

Each Owner acknowledges and agrees that because Individual Lot Assessments, Benefited Assessments and Special Assessments are allocated as set forth in this Article IX above, it is possible that the Master Association may collect more or less than the amount budgeted for Operating Expenses in the Budget of the Master Association. Except as may be limited by applicable law, Master Declarant has the right (at its sole election) to: (i) pay Assessments for the Lots owned by Master Declarant in the same manner as other Owners (but at the 20:1 ratio described above), (ii) pay the Deficit (as calculated pursuant to Section 9.8 below, herein referred to as the “Deficit”), and/or (iii) subsidize the Budget of the Master Association as provided below by making voluntary contributions in amounts determined by Master Declarant in Master Declarant’s sole discretion.

During the period of time that Master Declarant is offering Homes for sale in Skye Ranch and/or based on the number of Homes owned by Owners other than Master Declarant, Master Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Master Association by making voluntary contributions in amounts determined by Master Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Master Declarant from time to time. The determination to subsidize the Budget of the Master Association, the amount of any such voluntary contributions, the discontinuance and/or commencement of any such voluntary contributions shall all be made by Master Declarant in Master Declarant’s sole discretion and in no event shall Master Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Master Association then in effect to determine if and to what extent Master Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Master Association.

9.8. Master Declarant’s Option to Fund Budget Deficits.

To the extent permitted by Florida law, until the end of the Development and Sale Period, Master Declarant may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner (but at the 20:1 ratio described above) or by funding the budget deficit. The budget deficit (“Deficit”) is the difference between (i) the amount of Assessments levied on Owners’ Lots plus any other income, revenue or sums received by the Master Association during the period during which Master Declarant has elected to fund the Deficit, and (ii) the amount of the Master Association’s actual expenditures during the fiscal year and excluding to the maximum extent allowable by law, contributions to reserves, if any, and Special Assessments arising as a result of any unusual loss or liability. The calculation of Master Declarant’s Deficit funding obligation shall be done on a cumulative basis (from the inception of the election to fund the Deficit until Master Declarant’s election to cease funding the Deficit) although Master Declarant will fund the Master Association to meet its cash



flow obligations as they arise during the Deficit funding period. Should Master Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from Master Declarant, such funds shall be considered a loan to the Master Association to be paid back to Master Declarant by the Master Association. Master Declarant is not required to make contributions to reserves while Deficit funding even though Owners other than Master Declarant may be required to make such contributions.

Unless Master Declarant otherwise notifies the Board in writing, Master Declarant shall continue paying on the same basis as during the previous fiscal year. Regardless of Master Declarant's election, Master Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Master Declarant. After the end of the Development and Sale Period, or sooner if Master Declarant elects to pay Assessments and cease Deficit funding, Master Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner.

Master Declarant's obligation to Deficit fund is not a guarantee of the Assessments or Operating Expenses as contemplated by Florida Statutes Section 720.308 because the amount of Assessments or Operating Expenses to be paid by Owners during any Deficit funding period may change based upon changes in the then operational Budget.

9.9. Master Declarant's Payment of Assessments, Deficit Funding, and/or Subsidizing the Budget.

Notwithstanding anything to the contrary set forth herein, if Master Declarant elects to Deficit fund or provide a subsidy to lower the Assessments due from Owners prior to the Turnover, or such other time as Master Declarant, in its sole discretion desires to discontinue such Deficit funding or subsidy, Master Declarant will not retroactively recalculate any Assessments for any period during which Master Declarant was Deficit funding and/or subsidizing the budget on the 20:1 ratio as described in Section 9.1 above, however, the Deficit funding or subsidy shall be calculated on a cumulative basis as set forth in Section 9.8 above.

9.10. Working Fund Contribution.

Each subsequent Owner of a Lot (meaning any Owner who purchases a Lot from a previous Owner other than Master Declarant) shall pay to the Master Association a Working Fund Contribution at the time legal title is conveyed to such Owner by the previous Owner. The Working Fund Contribution shall be Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for each Lot and each subsequent conveyance of the Lot. The amount of the Working Fund Contribution is subject to change in the Board's sole discretion. The purpose of the Working Fund Contribution is to ensure that the Master Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. Working Fund



Contributions may also be used to offset Operating Expenses or may be paid into the reserve account.

9.11. Waiver of Use.

No Owner, other than Master Declarant, may exempt himself from personal liability for Assessments duly levied by the Master Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Master Association Property and the facilities thereon or by abandonment of such Owner's Home.

**ARTICLE X**  
**EXPANSION OF THE COMMUNITY/REMOVAL OF PROPERTY**

10.1. Annexation by Master Declarant.

Master Declarant may, from time to time, subject to this Master Declaration all or any portion of the property by recording a Supplemental Declaration describing the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Master Declarant. Until a Supplemental Declaration is recorded, the property is not subject to any of the matters set forth in this Master Declaration.

Nothing in this Master Declaration shall require Master Declarant or any successor to subject additional property to this Master Declaration or to develop any additional property in any manner whatsoever.

Master Declarant intends to develop the Community in accordance with the Development Plan, but hereby reserves the right to modify the Development Plan for the Community from time to time in its sole discretion and at its option. Master Declarant shall not be required to follow any predetermined order of improvement and development within the Community.

10.2. Annexation by the Master Association.

The Master Association also may annex property to the provisions of this Master Declaration by recording a Supplemental Declaration describing the additional property. Annexation by the Master Association shall require the affirmative vote or written consent of Members representing more than 50% of the total votes and the consent of the owner of the property being annexed. In addition, during the Development and Sale Period, Master Declarant's written consent is required. The Supplemental Declaration shall be signed by the President and Secretary of the Master Association, by the owner of the property, and by Master Declarant, if Master Declarant's consent is required.

In the event that either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs insures or guarantees any Mortgage encumbering a Lot and the regulations or procedures of such agency require under such circumstances approval of annexations by such agency or determination by such agency that such annexation is consistent



with the general plan of development for the Community, then such approval or determination as described in Section 15.9 shall be a prerequisite to such annexation.

#### 10.3. Additional Covenants and Easements.

By Supplemental Declaration, Master Declarant may impose additional covenants, restrictions and easements on portions of the Community, including, without limitation, covenants obligating the Master Association to maintain and insure specific property and authorizing the Master Association to recover its costs through Benefited Assessments. If someone other than Master Declarant owns the property, then such owner's consent and execution of the Supplemental Declaration is required. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Master Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

#### 10.4. Effect of Filing Supplemental Declaration.

A Supplemental Declaration shall be effective upon recording. Unless otherwise specified in the Supplemental Declaration, the Lots subjected to this Master Declaration by such Supplemental Declaration shall have equal voting rights in the Master Association and equal pro rata liability for Assessments with all other Lots.

#### 10.5. Removal of Property.

Master Declarant reserves the right to amend this Master Declaration from time to time prior to Turnover, in its sole discretion, without the prior notice or consent of any Person to remove any portions of the Property then owned by Master Declarant (or any affiliate of Master Declarant) or by the Master Association from the provisions of this Master Declaration if, and to the extent, such property was originally subjected to this Master Declaration in error, or if Master Declarant changes the development plan for the Property; provided, however, that Master Declarant, concurrently with such removal, shall grant and/or confirm such easements as are necessary for maintenance and/or construction of those Lots theretofore conveyed by Master Declarant.

### **ARTICLE XI DEVELOPMENT PLAN**

#### 11.1. Skye Ranch.

Skye Ranch is a master planned residential community which is planned to be constructed in phases. It is presently anticipated that Skye Ranch, when fully developed, will be comprised of Homes and the property encompassing the Master Association Property, as more particularly defined by this Master Declaration. The property declared hereunder is described on Exhibit "A" attached hereto, and may be expanded as described in Article X herein. Notwithstanding the foregoing, however, Master Declarant reserves the right to modify its plan of development of Skye Ranch (including, without limitation, the right to modify the site plan and the right to change the recreational facilities, amenities, Home product types and the number



of Homes to be constructed within Skye Ranch) and/or the right to add land to Skye Ranch or to withdraw land from Skye Ranch in its sole and absolute discretion. Therefore, in the event Master Declarant modifies its plan of development of Skye Ranch, adds land to Skye Ranch and/or withdraws land from Skye Ranch, the number of Lots, the layout of Lots and/or the size of Lots within Skye Ranch may change and as a result of any changes in the number of Lots, the Assessments required to be paid pursuant to this Master Declaration may increase or decrease as appropriate. Master Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Master Declarant may choose which are in conformance with applicable governmental rules and regulations. Master Declarant's general plan of development of Skye Ranch may also include whatever facilities and amenities Master Declarant considers in its sole judgment to be appropriate to Skye Ranch, as well as any changes thereto.

Master Declarant expressly reserves the right as to the property comprising Skye Ranch to (i) commence construction and development of Skye Ranch if and when Master Declarant desires; (ii) develop Skye Ranch upon such timetable as Master Declarant, in its sole discretion, chooses; and (iii) modify the Development Plan of Skye Ranch in such manner as it, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Master Declarant to construct Skye Ranch according to the present Development Plan.

#### 11.2. LT Ranch Community Development District.

The Master Association and each Owner acknowledge that Skye Ranch is part of an established uniform community development district known as LT Ranch Community Development District, as defined in Chapter 190, Florida Statutes. The CDD may provide certain urban community facilities services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The CDD may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructures which may include, without limitation: (i) hardscape, landscape and irrigation for the southerly extension of the Bee Ridge Extension and associated linear park, (ii) any wetland mitigation areas designed to mitigate for impacts to wetlands within the Property, (iii) any stormwater facilities designed to treat stormwater from the Property, and (iv) CDD owned roadways. The CDD may impose taxes and/or assessments on the Property. These taxes and assessments will pay for the construction, operation, maintenance and/or costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These taxes and assessments are in addition to county and all other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner in which case they will be payable directly to the Sarasota County Tax Collector or they will appear on a separate bill issued to each Owner by the CDD. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

The Master Association and each Owner of a Home for all real property hereafter owned within the CDD's jurisdictional boundaries, covenants and agrees to pay any and all special, operating and maintenance assessments, fees, charges and taxes which may be imposed by the CDD upon such property to fund all or part of the cost of the acquisition, construction, operation, maintenance, repair and replacement of community improvements, facilities and services



performed by the CDD, debt service thereof, and any other cost incurred by the CDD, and further agree to abide by all of the CDD's rules, regulations ordinances and contracts, as they may be exist from time to time.

Each contract for the sale of a Lot and/or Home within the Property shall include, immediately prior to the space reserved in the contract for the signature of the purchase, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract:

**THE LT RANCH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

11.3. Master Association Property.

The Master Association Property within Skye Ranch includes, but is not necessarily limited to, roadways, parking areas, amenities center, landscaped areas, wetlands, wetland buffer areas, preserve areas, Surface Water and Storm Water Management System, and all other property not included within any Lot. The Master Association Property shall be used for ingress/egress, landscaping, walls, wetlands, open space, storm water management, recreational and social purposes as well as other proper purposes by the Master Association and the Owners and their family members, guests, invitees and lessees in accordance with the Governing Documents. Master Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or lessees. Additional Master Association Property will be described in Supplemental Declaration(s) when such additional Master Association Property is subjected to the provisions of this Master Declaration.

The Master Association and each Owner acknowledges and agrees that Master Declarant has or will install trees, shrubs, plants and other landscaping consistent with a landscape plan that meets or exceeds the requirements of the applicable governmental requirements and that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. After Turnover, the Master Association shall have no claim whatsoever against Master Declarant and hereby releases any and all claims against Master Declarant for any trees, shrubs, plants and other landscaping that has decayed or died regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, exceed the minimum requirements of the applicable governmental requirements for Skye Ranch.

The portions of Skye Ranch described in this Section 11.3 shall constitute Master Association Property and shall be used solely in accordance with the covenants impressed upon the Master Association Property as follows:



#### 11.3.1. Entranceways and Entry Features.

Skye Ranch includes entranceways and entry features installed by Master Declarant which shall be owned, maintained, repaired or replaced by the Master Association and the expense thereof shall be included as an Operating Expense. Neither Master Declarant nor the Master Association makes any representations whatsoever as to the security of the premises. All Owners agree to hold Master Declarant and the Master Association harmless from any loss or claim arising within Skye Ranch from the occurrence of a crime or other act. Master Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to the Property at all times and the Master Association shall not impede any such access. Master Declarant hereby reserves and grants an easement in favor of itself, its successors and/or assigns throughout all portions of Skye Ranch as may be necessary for the purpose of accessing the Property during the Development and Sale Period and no Owner or the Master Association shall do any act which may interfere with Master Declarant having access through the entranceways. Master Declarant hereby reserves and grants an easement in favor of the Master Association throughout all portions of Skye Ranch as may be necessary for the purpose of accessing the Property and no Owner shall do any act which may interfere with the performance by the Master Association of its obligations hereunder or to interfere with access through the entranceways.

#### 11.3.2. Roadways.

The “Roadways” are those portions of Skye Ranch designated on the Plat as Tracts 102 and 103, Private Access, Private Drainage and Public Utility Easement. Notwithstanding anything to the contrary, the Roadways shall be used as private roads by Master Declarant, the Master Association, the CDD and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Master Declaration. Master Declarant believes that the Roadways will be private and disclaims any responsibility if the Roadways are ever determined to be public. The Roadways located inside the gated areas of the Esplanade at Skye Ranch Neighborhood shall be maintained, administered and owned by the Master Association. The landscaping features within the Roadways shall be maintained, administered and owned by the Master Association.

#### 11.3.3. Drainage, Landscape and Irrigation Tracts.

The “Drainage, Landscape and Irrigation Tracts” are those portions of Skye Ranch designated on the Plat as Tracts 201, 202, 203, 204, 206, 208, 209, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228 and 229, which are initially landscaped and installed by Master Declarant, and shall always be maintained in a manner consistent with the Community-Wide Standard. The Drainage, Landscape and Irrigation Tracts shall be maintained, administered and ultimately owned by the Master Association. In furtherance of the foregoing, Master Declarant hereby reserves and grants an easement in favor of the Master Association throughout all portions of Skye Ranch as may be necessary for the purpose of accessing, maintaining and administering the Drainage, Landscape and Irrigation Tracts, and no Owner shall do any act which may interfere with the performance by the Master Association of its obligations hereunder.



#### 11.3.4. Common Area Tracts.

The “Common Area Tracts” are those portions of Skye Ranch designated on the Plat as Tracts 601 through 626, and which are to be used, kept and maintained as such by Master Declarant, the Master Association, and the Owners within Skye Ranch, their family members, guests, invitees and lessees, in accordance with the provisions of this Master Declaration. The Common Area Tracts shall be ultimately owned by the Master Association, and shall be maintained, administered and operated by the Master Association in a manner consistent with the Community-Wide Standard and in accordance with the provisions of this Master Declaration and the requirements of the appropriate governmental agencies. In furtherance of the foregoing, Master Declarant hereby reserves and grants an easement in favor of the Master Association throughout all portions of Skye Ranch as may be necessary for the purpose of accessing, maintaining and administering the Common Area Tracts, and no Owner shall do any act which may interfere with the performance by the Master Association of its obligations hereunder. No Owner may install landscaping or any other improvements in the Common Area Tracts.

#### 11.3.5. Park Area Tracts.

The “Park Area Tracts” are those portions of Skye Ranch designated on the Plat as Tracts 401 through 406, and are to be used, kept and maintained as such by Master Declarant, the Master Association, and the Owners within Skye Ranch, their family members, guests, invitees and lessees, in accordance with the provisions of this Master Declaration. The Park Area Tracts shall be ultimately owned by the Master Association, and shall be maintained, administered and operated by the Master Association in a manner consistent with the Community-Wide Standard and in accordance with the provisions of this Master Declaration and the requirements of the appropriate governmental agencies. In furtherance of the foregoing, Master Declarant hereby reserves and grants an easement in favor of the Master Association and the Master Association throughout all portions of Skye Ranch as may be necessary for the purpose of accessing, maintaining and administering the Park Area Tracts, and no Owner shall do any act which may interfere with the performance by the Master Association or the Master Association of its obligations hereunder. The Improvements constructed thereon shall be part of the Master Association Property and shall be used for recreational purposes by the Master Association, and the Owners and their family members, guests, invitees and lessees. Such portions, if any, upon which Master Declarant has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. The Park Area Tracts shall always be kept and maintained by the Master Association for recreational uses or beautification uses and shall be used for such purposes and not for residential, commercial or industrial use of any kind.

Master Declarant reserves the right, but shall not be obligated, to construct additional recreational facilities upon the Park Area Tracts and to modify or reduce the facilities planned for the Park Area Tracts. Master Declarant, at its sole discretion, hereby expressly reserves the right to reduce and/or modify the planned facilities and to determine the timing of construction of the Park Area Tracts. The decision as to whether to construct additional facilities, to modify the planned facilities, and/or to reduce the planned facilities and the construction thereof shall be in the sole discretion of Master Declarant.



Notwithstanding anything contained herein, neither Master Declarant nor the Master Association makes any representations whatsoever to commence, complete or construct any of the facilities within the Park Area Tracts in any specific time period.

#### 11.3.6. Right to Add Additional Improvements.

Such portions of the Master Association Property upon which Master Declarant has constructed, or hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Master Declarant reserves the right, but shall not be obligated, to construct additional facilities upon the Master Association Property. The decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Master Declarant.

#### 11.4. Trail System.

Skye Ranch is planned to contain a public trail system which will be owned and maintained by the CDD and/or the Master Association with an agreement with the CDD with respect to same. Certain Master Association Property may include portions of the trail system and may be deeded to the CDD in lieu of being included within the Master Association Property. Master Declarant hereby reserves the right to grant easements over the Master Association Property to accommodate ingress and egress through the trail system.

As of the date of the recording of this Declaration, the current location of the existing trail system and proposed location of future planned portions of the trail system is depicted on Exhibit "H" attached hereto, but is subject to change. Master Declarant reserves the right to modify its plan of development of Skye Ranch, including, without limitation, the right to modify the site plan and the right to change the trail system to be constructed within Skye Ranch, in its sole and absolute discretion. Nothing contained herein shall be construed as obligating Master Declarant to construct the trail system according to the present site plan.

#### 11.5. CDD Property.

The CDD Property within Skye Ranch includes, but is not necessarily limited to, roadways, landscaped areas, wetlands, wetland buffer areas, preserve areas, Surface Water and Storm Water Management System, and all other property not included within any Lot. The CDD Property shall be used for ingress/egress, landscaping, wetlands, Storm Water Management System, recreational and social purposes as well as other proper purposes by the CDD Property and the Owners and their family members, guests, invitees and lessees in accordance with the Governing Documents. CDD Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or lessees. Additional CDD Property will be described in Supplemental Declaration(s) when such additional CDD Property is subjected to the provisions of this Master Declaration.

The portions of Skye Ranch described in this Section 11.5 shall constitute CDD Property and shall be used solely in accordance with the covenants impressed upon the CDD Property as follows:



#### 11.5.1. Lakes.

The “Lakes” are those portions of Skye Ranch designated on the Plat as Tracts 701 through 722, and shall always be kept and maintained as Lakes for water retention, drainage, irrigation and water management purposes in compliance with all applicable governmental and SWFWMD requirements. The Lakes shall be owned by the CDD, however, the Master Association shall be responsible for maintenance of portions of the Surface Water and Storm Water Management System, including but not limited to ditches, canals, Lakes, and water retention ponds on the Master Association Property, which is permitted by the Water Management District Permit, pursuant to an agreement to be entered by the Master Association with the CDD. All Surface Water and Storm Water Management System within the Property which are accepted by or constructed by Master Declarant, the Master Association and/or the CDD, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Master Association pursuant to such agreement with the CDD, whose agents, employees, contractors and subcontractors may enter any portion of the Common Property and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. In furtherance of the foregoing, Master Declarant hereby reserves and grants an easement in favor of the Master Association and/or the CDD throughout all portions of Skye Ranch as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner or the Master Association shall do any act which may interfere with the performance by the Master Association and/or the CDD of its obligations hereunder. No swimming, boats or other water vehicle or craft shall be permitted on such Lakes.

The Surface Water and Storm Water Management System is designed to provide drainage for the Property. Neither the Master Association nor Master Declarant shall have any liability whatsoever to any Owner for claims for damages alleged by an Owner due to water levels in the Lakes being below normal or otherwise unacceptable to the Owner. Aesthetic appearance of the Lakes is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the Lakes may recede, and neither the Master Association nor Master Declarant shall have any liability for such conditions.

#### 11.5.2. Surface Water and Storm Water Management System.

The Master Association and/or the CDD, as applicable, shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Surface Water and Storm Water Management System on the Property owned by the Master Association and/or the CDD and necessary to maintain the system in its original condition and use. The Master Association and/or the CDD, as applicable, shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Surface Water and Storm Water Management System on the Property owned by the Master Association and/or the CDD and necessary to maintain the system in its original condition and use. As Additional Property is platted and added to the provisions of this Master Declaration, such Additional Property will utilize the same Surface Water and Storm Water Management System as the Property. Any revisions or change to the Surface Water and Storm Water Management



System must have prior written approval of the Sarasota County Engineer or his authorized designee and the SWFWMD.

In the event the Master Association and/or the CDD, or any successor organization, shall fail to adequately maintain the Surface Water and Storm Water Management System in accordance with the County standards, the County shall have the right, but not the obligation, to enter the Property for the purpose of maintaining the Surface Water and Storm Water Management System. All expenses incurred by the County in maintaining the Surface Water and Storm Water Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within sixty (60) days after receipt of a statement therefor. If any Owner fails to pay such assessment within such sixty (60)-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by the County. The rights of the County contained in this restriction shall be in addition to any other rights the County may have in regulating the operation and development of the Skye Ranch.

#### 11.5.3. Preservation Area/Wetland Tracts.

The "Preservation Area/Wetland Tracts" are those portions of Skye Ranch designated on the Plat as Tracts 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311, and shall always be kept and maintained as set forth in the Open Space and Greenway Restrictive Covenant and in compliance with all applicable governmental and SWFWMD requirements. The Preservation Area/Wetland Tracts shall be ultimately owned by the CDD, and shall be maintained, administered and operated by the Master Association and/or the CDD in accordance with the provisions of this Master Declaration and the requirements of the appropriate governmental agencies. If wetland mitigation monitoring is required by the Water Management District Permit, the Master Association and/or the CDD shall be responsible to carry out this obligation, and it shall be the Master Association's and/or the CDD's responsibility to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring. Master Declarant hereby reserves and grants an easement in favor of the Master Association and the CDD throughout all portions of Skye Ranch as may be necessary for the purpose of accessing, maintaining and administering the Preservation Area/Wetland Tracts and no Owner shall do any act which may interfere with the performance by the Master Association and/or the CDD of its obligations hereunder. If the Preservation Area/Wetland Tracts are conveyed to the CDD, the Master Association may enter into an agreement with the CDD to maintain the Preservation Area/Wetland Tracts and all costs and expenses thereof shall be an Operating Expense.

THE PRESERVATION AREA/WETLAND TRACTS ARE HEREBY DEDICATED AS CDD PROPERTY AND THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER ASSOCIATION AND/OR THE CDD, AS APPLICABLE, AND, EXCEPT AS PROVIDED IN THE OPEN SPACE AND GREENWAY RESTRICTIVE COVENANT, MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE PRESERVATION AREAS/WETLANDS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION – WITH THE EXCEPTION OF EXOTIC/NUISANCE



VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Master Declarant reserves to itself and its successors and assigns, all rights accruing from its ownership of the Preservation Area/Wetland Tracts, including the right to engage in or permit or invite others to engage in all uses of the Preservation Area/Wetland Tracts that are not prohibited herein.

The Preservation Area/Wetland Tracts may be put to such uses as permitted in the Open Space and Greenway Restrictive Covenant.

#### 11.5.4. Right to Add Additional Improvements.

Such portions of the CDD Property upon which Master Declarant and/or the CDD have constructed, or hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Master Declarant and/or the CDD reserve the right, but shall not be obligated, to construct additional facilities upon the CDD Property. The decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Master Declarant and/or the CDD.

#### 11.6. Lift Station Easements.

The sanitary sewer “Lift Station Easements” are those portions of Skye Ranch designated on the Plat as Tracts Z-1, Z-2 and Z-3. The sanitary sewer Lift Station Easements shall be maintained by the County, however, the landscaping and wall surrounding the sanitary sewer Lift Station Easements shall be maintained by the Master Association. In furtherance of the foregoing, Master Declarant hereby reserves and grants an easement in favor of the Master Association throughout all portions of Skye Ranch as may be necessary for the purpose of accessing, maintaining and administering the landscaping surrounding the sanitary sewer Lift Station Easements and to the County throughout all portions of Skye Ranch as may be necessary for the purpose of accessing, maintaining and administering the sanitary sewer Lift Station Easements, and no Owner shall do any act which may interfere with the performance by the Master Association or the County of their obligations hereunder.

### **ARTICLE XII ADDITIONAL RIGHTS RESERVED TO MASTER DECLARANT**

#### 12.1. Marketing and Sales Activities.

Notwithstanding anything in the Governing Documents to the contrary, Master Declarant, its Affiliates, and their assigns, and Builders and their Affiliates may construct, maintain, and operate upon portions of the Master Association Property and property they own, such facilities, activities, and things as, Master Declarant, in its discretion, may deem to be required, convenient, or incidental to the construction or sale of Lots, including Master



Declarant's rights to utilize the amenities center as a sales office. Such permitted facilities, activities, and things shall include, without limitation, business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, construction offices, service offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Master Declarant, Master Declarant's Affiliates, and their assigns, and authorized Builders may park vehicles in areas other than garages or driveways, including, without limitation, on streets. By Owner's acceptance of a deed for a Lot, such Owner agrees and acknowledges that: (i) Master Declarant and/or any of Master Declarant's affiliates have a right to operate the amenities center as a sales office during the Development and Sale Period; (ii) Master Declarant and/or any of its affiliates have an easement over Skye Ranch for ingress and egress to and from the amenities center during the Development and Sale Period; (iii) Master Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall access to the Property at all times and the Master Association and the Owners shall not impede any such access and any gate system installed shall remain open during construction and sales hours to allow Master Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers access to the Property; (iv) Master Declarant and its nominees shall have the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Lots or real property within Skye Ranch, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Property and show homes, and Master Declarant further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property, and Master Declarant, and its nominees, may exercise the foregoing rights without notifying the Master Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Master Declarant; (v) Master Declarant shall have the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Skye Ranch and all improvements therein for Master Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Master Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Master Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements; and (vi) Owners shall not interfere in any manner whatsoever in the sales process by Master Declarant and/or any of its affiliates, including the carrying of signs or other types of demonstrations in Skye Ranch or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of Skye Ranch by the other Owners, are detrimental to the value of the homes within Skye Ranch, and interfere with Master Declarant's ability to conduct its business.



This Section 12.1 may not be suspended, superseded or modified in any manner by any amendment to this Master Declaration unless such amendment is consented to in writing by Master Declarant.

For the term of this Master Declaration, the Master Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Master Declarant, the Master Association, and the Owners, and their family members, guests, invitees and lessees, but only in accordance with this Master Declaration.

(a) Notwithstanding anything in this Master Declaration to the contrary, however, Master Declarant hereby expressly reserves the right to use the Master Association Property for such period of time as Master Declarant determines to be necessary in connection with the sale and marketing by Master Declarant of Homes in Skye Ranch and in any other communities developed or to be developed by Master Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings and engaging in sales promotions and related sales and marketing activities.

(b) Except to the extent herein provided, the Master Association Property shall be for the sole and exclusive use of the Owners and residents of Skye Ranch and their family members, guests, invitees and lessees.

(c) The administration, management, operation and maintenance of the Master Association Property shall be the responsibility of the Master Association, as provided herein and in the Skye Ranch Documents.

(d) The right to use the Master Association Property shall be subject to the rules and regulations established by the Master Association.

(e) Master Declarant hereby reserves for itself and Builders the right to construct and/or operate a "model row(s)" in Skye Ranch. The "model row(s)" may contain models for Skye Ranch or other communities, as Master Declarant and/or any of Master Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across streets, drives, and/or Roadways as Master Declarant may determine in its sole discretion. In the event that Master Declarant and/or any of Master Declarant's affiliates or a Builder constructs a "model row(s)" in Skye Ranch, such "model row(s)" may be used for such period of time that Master Declarant and/or any of Master Declarant's affiliates determines to be necessary in its sole judgment. By Owner's acceptance of a deed for a Lot in Skye Ranch, such Owner agrees and acknowledges that: (i) Master Declarant and/or any of Master Declarant's affiliates and/or Builders have a right to construct and/or operate a "model row(s)"; (ii) Master Declarant and/or any of its affiliates and/or Builders have an easement over Skye Ranch for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in Skye Ranch or other communities being developed by Master Declarant and/or any of Master Declarant's affiliates, as long as such "model row(s)" exists; and (iii) Owners shall not interfere in any manner whatsoever in the sales process by Master Declarant and/or any of its affiliates and/or Builders, including, without limitation, the carrying of signs or other types of demonstrations in Skye Ranch or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities



interfere with the quiet enjoyment of Skye Ranch by the other Owners, are detrimental to the value of the homes within Skye Ranch, and interfere with Master Declarant's and/or its affiliates' and/or Builders' ability to conduct their business.

#### 12.2. Right to Develop.

Master Declarant and its Affiliates, and their respective employees, agents, and designees, shall have a right of access and use and an easement over, upon, and under all of the Master Association Property for the purpose of making, constructing, and installing such improvements to the Master Association Property, and to the Property as Master Declarant deems appropriate in Master Declarant's discretion.

Each Owner acknowledges that the Community is a planned community, the development of which is likely to extend over a number of years, and agrees and consents to all changes in (a) uses or density of Lots or Homes within the Community, or (b) the Development Plan.

Each Owner acknowledges and agrees that the present plans and themes for the Community's development may change and that such Owner has not relied on any representation, warranty, or assurance by any Person (a) that any Lots or other property or facilities will be added, modified, or eliminated within the Community; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits, or value of property within the Community; (b) the number, types, sizes, prices, or designs of any residential or non-residential structures or improvements built or to be built in any part of the Community; or (c) as to the use or development (current or future) of any property adjacent to or within the vicinity of the Community.

#### 12.3. Right to Approve Changes in the Community Standards.

No amendment to or modification of any Use Restrictions, Rules and Regulations, or the Architectural Guidelines during the Development and Sale Period shall be effective without prior notice to and the written approval of Master Declarant.

#### 12.4. Right to Transfer or Assign Master Declarant Rights.

Any or all of Master Declarant's rights and obligations set forth in this Master Declaration or the Bylaws may, except to the extent restricted by Florida law, be transferred, in whole or in part, from time to time, to other Persons. No such transfer or assignment shall be effective unless it is in a recorded instrument signed by Master Declarant. Master Declarant may allow other Persons to exercise, on a one-time or limited basis, any Master Declarant right without transferring the entire right. In such case, a recorded instrument is not required.

#### 12.5. Community Systems.



Master Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Master Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Master Declarant with regard thereto as are assigned by Master Declarant in connection therewith; provided, however, that if the Master Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Master Association Property hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Master Association Property unless otherwise provided by Master Declarant. Any conveyance, transfer, sale or assignment made by Master Declarant pursuant to this Section: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Master Association or any Owner, and (iii) if made to the Master Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Master Association Property within Skye Ranch to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Master Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Master Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

Without limiting the generality of any other applicable provisions of this Master Declaration, and without such provisions limiting the generality hereof, Master Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Master Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Master Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the County, for which service(s) Master Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the County);

(c) the continuing right to air conditioned space within and/or on the Master Association Property as Master Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any clubhouse or other Improvements constructed on the Master Association Property; and



(d) the exclusive right to offer and provide from time to time to the Master Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Master Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Master Association or exercising any remedial maintenance or alteration rights under this Master Declaration) required or authorized to be done by the Master Association, or any of the other aforesaid parties, under this Master Declaration or otherwise as required or permitted by law.

#### 12.6. Easement to Inspect and Right to Correct.

Master Declarant reserves for itself and others it may designate, from time to time, the right to inspect, monitor, test, redesign, modify and correct any structure, improvement, or condition which may exist on any portion of the Community, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner in accordance with Section 13.5 below and no entry into a Home or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed, unless in the case of emergency as provided in Section 13.5 below. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Master Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials. The Person exercising this easement shall promptly repair, and pay for, any resulting damage. The provisions of this paragraph do not impose any obligation on Master Declarant or any other Person to perform any such inspection, monitoring, testing, redesigning, modification, or correction.

In addition, Master Declarant hereby has, shall have and hereby reserves the right to enter upon the Lots, Master Association Property and other portions of the Skye Ranch (including, without limitation, all drainage, buffer and utility easements, whether located on a Lot or Master Association Property) in order for Master Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Skye Ranch and all Improvements therein, and for Master Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Master Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Master Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Master Association or the Owners. This Section 12.6 may not be



suspended, superseded or modified in any manner by any amendment to this Master Declaration unless such amendment is consented to in writing by Master Declarant.

12.7. Right to Notice of Design or Construction Claims.

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Master Declarant has been first notified in writing and given an opportunity to meet with the property Owner and conduct an inspection.

12.8. Termination of Rights.

Rights granted under this Article shall terminate upon the earlier of (a) the period specified in the particular Section, if any; (b) 25 years from the date this Master Declaration is recorded; or (c) Master Declarant's recording of a statement that all sales and marketing activity has ceased. Thereafter, Master Declarant may continue to use the Master Association Property for the purposes stated in this Article only pursuant to a rental or lease agreement between Master Declarant and the Master Association which provides for rental payments based on the fair market rental value of any such portion of the Master Association Property. Notwithstanding the above, Master Declarant reserves for itself and its Affiliates a perpetual, nonexclusive easement of access to and use of the Master Association Property in connection with the marketing and sale of other properties in order to show the Community as an example of Master Declarant's projects. This Article shall not be amended without Master Declarant's prior written consent.

12.9. Exclusion of Master Declarant's Other Properties.

Each Owner by accepting a deed to a Lot each Owner specifically acknowledges that nothing contained in this Master Declaration shall, in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Master Declarant or any Master Declarant Affiliate of any property either of them owns, whether contained within or contiguous to the Community. Master Declarant and its Affiliates shall have full, free, and unrestricted use of its and their other lands, notwithstanding any incompatibility of such use with restrictions this Master Declaration imposes upon the Lots. By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Master Declarant owns.

**ARTICLE XIII  
EASEMENTS**

13.1. Easements in Master Association Property.

Master Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Master Association Property, subject to:

- (a) The Governing Documents and any other applicable covenants;



(b) Any restrictions or limitations contained in any deed conveying the property to the Master Association;

(c) The Board's right to:

(i) adopt rules regulating Master Association Property use, including, without limitation, rules limiting the number of guests who may use the Master Association Property, and charge use fees for such use;

(ii) suspend the right of an Owner and its guests and invitees to use any Master Association Property amenity (a) for any period during which any assessment or other charge against the Owner's Lot remains delinquent, and (b) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents;

(iii) dedicate or transfer all or any part of the Master Association Property, subject to any approval requirements set forth in this Master Declaration;

(iv) rent any portion of any the Master Association Property on an exclusive or non-exclusive short-term basis to any Person;

(v) permit use by the general public, which use may, but need not, be subject to admission charges, membership fees, or other user fees established in the Board's discretion (except to the extent inconsistent with any easement agreement relating thereto); and

(vi) mortgage, pledge, or hypothecate any or all of the Master Association Property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Section 15.9.

Any Owner may extend his or her right to use the Master Association Property to the members of his or her family, tenants, and invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Home in accordance with this Master Declaration shall be deemed to have assigned all such rights to the tenants of such Home for the lease term and shall not have any right to utilize the Master Association Property during such term, except as necessary to access the Lot.

### 13.2. Easements of Encroachment.

Master Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Master Association Property and between adjacent Lots. Such easement shall permit encroachment only by a structure or fixture (i) which has been built Master Declarant or a Builder, or approved in accordance with Article IV of this Master Declaration, and (ii) which is unintentionally constructed on another's property. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the



benefit of such easement. All Lots shall be subject to an easement for any Master Association Property sidewalks placed upon such Lots by Master Declarant or a Builder.

### 13.3. Easements for Utilities, Etc.

(a) Installation and Maintenance. Master Declarant reserves for itself, its successors and assigns, so long as Master Declarant or any Master Declarant Affiliate owns any property in the Community and/or Master Declarant is conducting its activities during the Development and Sale Period, and grants to the Master Association, subject to Master Declarant's rights under Sections 12.1, 12.2 and 12.6, perpetual, non-exclusive easements throughout the Community (but not through a structure) to: (i) install utilities and infrastructure to serve the Community, including, without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, drainage structures, facilities and systems, and security and similar systems and other Community Systems; (ii) install walkways, pathways and trails, curb cuts, driveways and paved areas, street lights, and signage on property which Master Declarant or the Master Association owns or within public rights-of-way or easements reserved for such purpose on a Plat; (iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; (iv) access and read utility meters; and (v) for any other purpose in Master Declarant's sole discretion. The right, license, or easement granted to a utility supplier shall include the non-exclusive right to ingress and egress over any streets for access and maintenance of its equipment and facilities.

Master Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Master Declarant also reserves for itself the non-exclusive right and power to record such specific easements as may be necessary, in Master Declarant's discretion, to develop the Community. The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed or conditioned.

(c) Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize, to the extent practicable, interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably practical, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant pursuant to Section 13.5 below.

### 13.4. Easements to Serve Additional Property.

Master Declarant reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Master Association Property and Lots for enjoyment, use, access, and development of the property, whether or not such property is made subject to this



Master Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Master Association Property and Lots for construction of roads and for connecting and installing utilities.

If the above easement is exercised for permanent access to any property which is not submitted to this Master Declaration, Master Declarant, or its successors or assigns, shall enter into an agreement with the Master Association to share the cost of maintenance that the Master Association provides for the benefit of the easement holder, except to the extent such easement was created prior to the recordation of this Master Declaration.

### 13.5. Easements for Maintenance, Emergency, and Enforcement.

Master Declarant grants to the Master Association easements over the Community as necessary for the Master Association to fulfill its maintenance responsibilities under this Master Declaration and any Supplemental Declaration. The Master Association shall also have an easement and the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such easement and right may be exercised by the Master Association through its officers, directors, committee members, employees, contractors, or agents in their capacities as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The exercise of the Master Association's rights of access to the Home shall be accomplished by providing the Owner with fourteen (14) days' notice of the Master Association's exercise of its right of entry, with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Home. The Master Association must then provide the Owner with a second notice seven (7) days prior to such entry by the Master Association. In the event of an emergency, whenever possible and prudent to the circumstances, 24 hour notification shall be delivered to the Owner prior to the Master Association entering the Home.

Master Declarant grants to the Master Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents. Any costs incurred, including Legal Costs, shall be assessed against the Owner as a Benefited Assessment.

### 13.6. Easements for Maintenance of Bodies of Water and Flooding.

Master Declarant reserves for itself, and grants to the Master Association, the SWFWMD, the County and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Master Association Property and the Community to (a) install, operate, maintain, repair, and replace pumps and other equipment to supply irrigation water to the Master Association Property; (b) construct, maintain, repair, and replace structures and equipment used for retaining, detaining, and otherwise controlling water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard and applicable legal requirements. Master Declarant, the Master Association, the SWFWMD, the County and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or



contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Master Declarant further reserves for itself, the Master Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Master Association Property and Lots (but not inside a Home or other structure) adjacent to or within fifty feet (50') of bodies of water and wetlands within the Community, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; and (b) alter in any manner and generally maintain the bodies of water and wetlands within the Master Association Property. Master Declarant further reserves for itself, the Master Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Master Association Property and Lots (but not inside a Home or other structure) for the Master Association to maintain and landscape the slopes and banks pertaining to such areas up to the edge of the Lots and wetland buffer areas. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from their intentional exercise of the easements. Nothing herein shall be construed to make Master Declarant or any other Person liable for damage resulting from flooding due to natural occurrences or for other occurrences not reasonably foreseeable or under the control of Master Declarant or such other Person.

#### 13.7. Easements for Cross-Drainage.

All portions of the Community shall be burdened with easements for drainage of storm water runoff from other portions of the Community; however, no Person other than Master Declarant shall alter the drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, the SWFWMD, the County, if applicable, and Master Declarant during the Development and Sale Period.

#### 13.8. Rights to Storm Water Runoff, Effluent, and Water Reclamation.

Master Declarant reserves for itself and its designees all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Master Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Master Declarant's consent, and the rights created in this Section shall survive termination of this Master Declaration.

#### 13.9. Drainage Easement.

An easement over, under and upon all of the Property for the Surface Water and Storm Water Management System and access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Surface Water and Storm Water Management System. By this easement, the Master Association and/or the CDD shall have the right to enter upon any portion of a Lot which is part of the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain and repair the Surface Water



and Storm Water Management System as required by the Water Management District or the County. No Owner shall install any plantings, landscaping, fences and/or other Improvements whatsoever in, on, over or across any drainage easement.

#### 13.10. Surface Water and Storm Water Management System Encroachment Easement.

An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat, in favor of: (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or Irrigation System or part thereof, encroaching over, under and upon such drainage easement, and (ii) the Master Association and/or the CDD for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or Irrigation System or part thereof installed or located over, under and upon such drainage easement. In the event the Master Association and/or the CDD require access to any Surface Water and Storm Water Management System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or Irrigation System encroaches, the Master Association and/or the CDD have the obligation, at their own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear of the Lots. In addition, Master Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

#### 13.11. Easement for Maintenance of Surface Water and Storm Water Management System.

Master Declarant, the Master Association, the CDD, the SWFWMD and the County shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace the system. By this easement, Master Declarant, the Master Association, the CDD, the SWFWMD and the County shall have the right to enter upon any portion of any Lot and the Master Association Property which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the SWFWMD or the County or any governmental agency or quasi-governmental body requires or permits. Additionally, Master Declarant, the Master Association, the CDD, the SWFWMD and the County shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. No Person other than Master Declarant shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Master Association's prior written approval, and, during the Development and Sale Period, Master Declarant's written consent.

#### 13.12. Sign Easement.



Master Declarant reserves for itself and the Master Association an easement (herein referred to as the “Sign Easement”) over, upon, and across all areas for erection, installation, operation, maintenance, repair, and replacement of Community signs, walls, monuments, fencing, decorative improvements, and other entry features, together with landscaping, lighting, utility, and irrigation facilities. No Owner shall obstruct access to the Sign Easement, or install or remove any plant or other improvement or installation placed in the Sign Easement by the beneficiaries thereof, or obstruct the view of the Sign Easement from the adjacent street right-of-way. All Community signs, walls, monuments, entry features, landscaping, utility, irrigation and other permanent improvements installed in the Sign Easement by Master Declarant shall become the Master Association Property of the Master Association upon conveyance from Master Declarant, and the Master Association shall maintain such Sign Easement and the improvements therein as part of the Master Association Property. In addition, Master Declarant shall have the right, without the prior approval of the Master Association or any Owner, to erect marketing signs within the Sign Easement, and to change, move, remove, repaint, maintain, and otherwise exercise complete and unfettered control over such marketing signs at all times prior to the sale of the last Lot owned by Master Declarant in the Community, and all such marketing signs shall be and remain the exclusive property of Master Declarant and shall not be deemed part of the Master Association Property owned by the Master Association.

#### 13.13. Easement for Irrigation Equipment.

Master Declarant and the Master Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Lot, except any area upon which buildings have been erected by Master Declarant or otherwise in accordance with Article IV, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving the Master Association Property.

Master Declarant and the Master Association shall have a perpetual, non-exclusive easement over, under and through each Lot within the Esplanade at Skye Ranch Neighborhood for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving the Lots in the Esplanade at Skye Ranch Neighborhood.

#### 13.14. Private Roadways.

(a) It is intended that the private roadways within the Community (“Roadways”), as depicted on any Plat, shall be owned by the Master Association as part of the Master Association Property and shall not be dedicated to the County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the Plat and such reasonable Use Restrictions and Rules and Regulations as the Master Association may adopt from time to time consistent with this Master Declaration, the Plat, and any law, ordinance, or regulation governing the Community.

Master Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), (ii) any private roads and driveways within or upon the Property, (iii) Tract



101, Private Access, Private Drainage and Public Utility Easement, as shown on the Plat for ingress and egress to Skye Ranch (via Tract 102), and (iv) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Master Declarant to carry on and complete the work and/or exercise its rights referred to in this Master Declaration. All of the foregoing easements shall be for the use of Master Declarant, Master Declarant's employees, contractors and agents, Master Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Master Declarant and Owners.

If Tract 101 is conveyed by Master Declarant to the County or other governmental entity or taken by eminent domain by the County or other governmental entity, for public right-of-way to accommodate road, utility or drainage improvements, Master Declarant shall be entitled to and shall retain any and all compensation associated with such conveyance or taking. If Tract 101 is not conveyed by Master Declarant or taken by eminent domain, Master Declarant shall have the right, but not the obligation, to convey such Tract to the Master Association as Master Association Property.

(b) Master Declarant hereby reserves unto itself, its agents, employees, successors, and assigns an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any subdivision improvements installed or to be installed in the Community and for performing any other work within the Community which Master Declarant deems reasonably necessary, in its discretion, or which Master Declarant is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over the Community. With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Master Association may adopt; however, during the Development and Sale Period, Master Declarant shall have the right to prohibit the use of the Roadways by such Persons and to designate alternate access easements for such Persons.

(c) Master Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for law enforcement, fire-fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of this easement shall not preclude the Master Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community, provided that the Master Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

#### 13.15. Easement to Master Association.



Master Declarant reserves for the Master Association an easement over, upon, and across the Property to perform all obligations required of the Master Association under this Master Declaration and for the locations of any improvements required to be made by the Master Association under this Master Declaration.

13.16. Easement to CDD.

Master Declarant reserves for the CDD an easement over, upon, and across the Property to perform all obligations required of the CDD under this Master Declaration and for the locations of any improvements required to be made by the CDD under this Master Declaration.

13.17. Lake Maintenance Easements. Easements granted in favor of the Master Association, the CDD, the County and/or the SWFWMD for the purpose of accessing the Lakes to perform lake maintenance and to perform stormwater management and drainage facilities maintenance. The Lake maintenance easements are the perpetual maintenance obligation of the Master Association.

## **ARTICLE XIV DISPUTE RESOLUTION**

14.1. In General.

This Article XIV contains procedures concerning disputes between an Owner and the Master Association, as well as between (i) an Owner and/or Master Declarant and (ii) the Master Association and Master Declarant, related to the Community or each other. Regarding disputes between an Owner and Master Declarant, the procedures in this Article XIV do not replace Master Declarant's customer or warranty service procedures, and Owners are encouraged to resolve disputes through those procedures prior to initiating any procedures hereunder.

14.2. Disputes Between Master Association and Owners.

All disputes, controversies, claims and demands between the Master Association and any Owner pertaining to the subject areas described in Section 14.4 shall be governed by the procedures set forth in Section 14.4.

14.3. Disputes Between Master Association/Owner and Master Declarant.

Any and all claims, disputes and/or other controversy between the Master Association or any Owner and Master Declarant (or any affiliated general contractor or affiliated contractor, or any officer, director, member, shareholder, partner, employee or agent thereof, individually and collectively referred to as "Master Declarant" for purposes of this Article) or any non-affiliated general contractor, non-affiliated contractor, subcontractor, material supplier, individual product manufacturer, design professional or any other person or entity that provided materials, labor or other services to the Property or a Home on behalf of Master Declarant, relating to this Master Declaration, the use, condition, design, specifications, surveying, grading, construction, installation, budgeting and/or performance of any Improvements in the Master Association



Property or the Home, whether based in contract, tort or statute violation, shall be subject to the provisions set forth in Section 14.4 of this Article XIV of this Master Declaration, and/or, with respect to any such disputes between an Owner and Master Declarant, the provisions of the purchase agreement between such Owner and Master Declarant and/or the provisions of any warranty provided by Master Declarant to such Owner.

14.4. Dispute Resolution.

ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN ANY OWNER AND THE MASTER ASSOCIATION AND/OR MASTER DECLARANT (COLLECTIVELY REFERRED TO AS THE "BOUND PARTIES" AND INDIVIDUALLY AS A "BOUND PARTY"), ARISING OUT OF OR RELATED TO THE PROPERTY, THE SUBDIVISION OR COMMUNITY OF WHICH THE PROPERTY IS A PART, THE SALE OF THE PROPERTY BY MASTER DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS, INCLUDING WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, (f) THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY, THE PARCEL/TRACT OR THE COMMUNITY OF WHICH THE PROPERTY IS A PART, (g) DECEPTIVE TRADE PRACTICES OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS MASTER DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS MASTER DECLARATION, OR ANY PROVISION OF THIS MASTER DECLARATION OR ANY EXHIBITS HERETO (EACH A "DISPUTE"), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

(a) THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

(b) IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE



ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES (“JAMS”) IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

(c) The Bound Parties expressly agree and acknowledge that this Master Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1 et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

(d) This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Master Declarant and Master Declarant’s Affiliates and related entities, the Master Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom any Owner or the Master Association contends is responsible for any alleged defect in or to the Property or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

(e) In the event any Dispute arises under the terms of this Master Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the Bound Party of the other Bound Party arising out of this Master Declaration, then in that event the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorney and paralegal’s fees, accounting and engineering fees, and any other professional fees resulting there from as awarded by court or arbitrator.

(f) The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

(g) The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify, or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the County in which the Property is located.



(h) To the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

(i) The participation by any party, or any party whom the Master Association or any Owner contends is responsible for a Dispute, in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

(j) Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorney fees and expert witness costs.

(k) The arbitrator appointed to serve shall be a neutral and impartial individual.

(l) The venue of the arbitration shall be in the County where the Property is located unless the parties agree in writing to another location.

(m) If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

(n) The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.

(o) Any and all Disputes between Master Declarant and the Master Association arising from or related to the Community, this Master Declaration or any other agreements between Master Declarant and the Master Association shall be resolved in accordance with this Master Declaration.

(p) Pre-Arbitration Dispute Resolution Provision: For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Master Declaration are intended to grant certain rights to Master Declarant and/or the Master Association which are in addition to those rights provided in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time this Master Declaration is recorded. If a court of law should determine that any of the terms of this Master Declaration conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.



i. Notification. The Master Association and all Owners agree to provide Master Declarant, with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Master Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the requirements of Chapter 558 Notice of Claim, the Master Association and all Owners must comply with and is hereby advised of the following:

**ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

ii. Cooperation; Access; Repair. The Master Association and each Owner agree to provide Master Declarant and its representatives, contractors, and others as Master Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Master Declarant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Property, Master Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Property.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT (ARTICLE XIV OF THIS MASTER DECLARATION) ENTITLED, "DISPUTE RESOLUTION - ARBITRATION" DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR MASTER DECLARANT AND/OR THE MASTER ASSOCIATION REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER OR MASTER DECLARANT AND/OR THE MASTER ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS MASTER DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND RIGHTS UNDER THIS MASTER DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE



AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE ENTITLED “DISPUTE RESOLUTION - ARBITRATION” TO NEUTRAL, BINDING ARBITRATION.

## **ARTICLE XV MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Master Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

### **15.1. Notices of Action.**

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an “Eligible Holder”), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Owner or occupant which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any Master Association insurance policy;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

(e) If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to the Governing Documents or extraordinary action of the Master Association, as defined under VA Pamphlet 26-7, as it may be amended or superseded.

Otherwise, no consent from Eligible Holders shall be necessary to enable the Master Association to accomplish any of its operational duties and responsibilities or to exercise any of its rights.

### **15.2. Special FHLMC Provision.**



If any portion of the Community is a condominium, then to the extent required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Class Members representing at least 67% of the total Master Association vote consent, the Master Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Master Association Property which the Master Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Master Association Property shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of the Master Association Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Master Declaration; or

(e) Use hazard insurance proceeds for any Master Association Property losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Master Association Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Master Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

### 15.3. Other Provisions for First Lien Holders.

To the extent not inconsistent with Florida law:

(a) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Master Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Master Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.



#### 15.4. Amendments to Documents.

(a) The consent of at least 67% of the total voting interests, and the consent of Master Declarant, during the Development and Sale Period, and the approval of the Eligible Holders of first Mortgages on Lots to which at least 67% of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Master Association.

(b) If and to the extent FHA or VA is insuring or guaranteeing any Mortgage on a Lot, the consent of at least 67% of the voting interests, and the consent of Master Declarant, during the Development and Sale Period, and the approval of Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to a Mortgage appertain, shall be required materially to amend any provisions of this Master Declaration, Bylaws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Master Association Property;
- (iv) insurance or fidelity bonds;
- (v) rights to use the Master Association Property;
- (vi) responsibility for maintenance and repair of the Community;
- (vii) expansion or contraction of Community or the addition, annexation, or withdrawal of property to or from the jurisdiction of the Master Association;
- (viii) boundaries of a Lot;
- (ix) leasing of Lots;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer or otherwise convey his or her Lot;
- (xi) establishment of self-management by the Master Association where professional management has been required by an Eligible Holder; or



- (xii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

15.5. Construction of Article XV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Master Declaration, the Bylaws, or Florida law for any of the acts set out in this Article.

15.6. No Priority.

No provision of this Master Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Master Association Property.

15.7. Notice to Master Association.

Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering the Owner's Lot.

15.8. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be conclusively deemed to have irrevocably approved such action if the Master Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Master Association's request, provided such request is delivered to the Mortgagee by certified mail, return receipt requested; overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery.

15.9. HUD/VA Approval.

As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA"), if either such agency is insuring or guaranteeing the Mortgage on any Lot or has granted project approval for such Mortgages: merger, consolidation, or dissolution of the Master Association; annexation of additional property; dedication, conveyance (other than to correct errors on property descriptions or other inconsequential or immaterial conveyances), or mortgaging of Master Association Property; or material amendment of this Master Declaration or the Bylaws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Master Association Property shall not be deemed a conveyance within the meaning of this Section.

15.10. Rights of Master Declarant and Institutional Mortgagees To Pay Assessments and Receive Reimbursement.



Master Declarant and any institutional lender(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s) or Further, Master Declarant and any institutional lender shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Master Association in the event the same are overdue and when lapses in policies or services may occur. Master Declarant and any institutional lender paying overdue Operating Expenses on behalf of the Master Association will be entitled to immediate reimbursement from the Master Association plus Interest and any costs of collection including, but not limited to, Legal Costs, and the Master Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each institutional lender who is so entitled to reimbursement and to Master Declarant if Master Declarant is entitled to reimbursement.

## **ARTICLE XVI DISCLOSURES AND WAIVERS**

### **16.1. No Liability For Third Party Acts.**

Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in the Community. The Master Association may, but is not obligated to, maintain or support certain activities within the Community which are intended to promote or enhance safety or security within the Community. However, the Master Association and Master Declarant shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants and invitees of its Lot that the Master Association, the Board and its committees, Master Declarant and any predecessor Master Declarant are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Homes and the contents of Homes resulting from acts of third parties.

### **16.2. View Impairment.**

Neither Master Declarant nor the Master Association guarantee or represent that any view over and across the Lots or any open space within the Community will be preserved without impairment. Neither Master Declarant nor the Master Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Master Association (with respect to the Master Association Property) and Master Declarant have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

### **16.3. Notices and Disclaimers as to Community Systems.**



In recognition of the fact that interruptions in cable television and other Community Systems (as defined in Section 12.5) will occur from time to time, neither Master Declarant nor any of Master Declarant's successors or assigns (and their Affiliates) shall in any manner be liable for, and no Community System and Service user shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in Community Systems, regardless of whether or not such interruption is caused by reasons within the service provider's control. Master Declarant shall be entitled to retain any rebate, discount, or other compensation received from the provider of any Community Systems in connection with the installation or operation of such system.

#### 16.4. Construction Activities.

All Owners, occupants, and users of Lots are hereby placed on notice that Master Declarant, any Master Declarant Affiliate, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall, from time to time, conduct construction activities within the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and/or by using any portion of a Lot or the Community generally, Owners, occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Master Declarant, any Master Declarant Affiliate, or predecessor Master Declarant, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to any breach of this covenant; (d) that any purchase or use of any Lot or Home has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Master Declarant or its Affiliates to sell, convey, lease, and/or allow the use of Lots within the Community.

#### 16.5. Water Management.

Each Owner acknowledges and agrees that some or all of the water features, if any, or wetlands in or adjacent to the Community are designed as water management areas and are not designed solely as aesthetic features. Due to rainfall and fluctuations in water elevations within the immediate area, water levels will rise and fall. Each Owner further acknowledges and agrees that Master Declarant has no control over such elevations. Therefore, each Owner agrees to release and discharge Master Declarant and Master Declarant Affiliates, the Master Association, the CDD and any predecessor Master Declarant from and against any and all losses, claims, demands, damages, and expenses of whatever nature or kind, including, without limitation, Legal Costs, related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any water features or wetlands located within or in the vicinity of the Community without the prior written approval of Master Declarant, the SWFWMD, and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.



#### 16.6. Liability for Master Association Operations.

The Master Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Master Declarant and any predecessor Master Declarant (including their respective Affiliates, successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, Legal Costs), which relate to or arise out of Master Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Master Association Property and the collection of assessments.

#### 16.7. Animal, Reptile and Wildlife Hazards.

Florida's natural areas, which include wetlands, preservation areas and lakes, provide habitat for many wild animals and reptiles, including possible bears, poisonous snakes and alligators. Animals can be upset by human presence and unexpectedly become aggressive or harmed by efforts to avoid you. Always keep your distance and avoid interaction with all wildlife.

All Owners, and their family members, guests, invitees and lessees, should always follow the suggestions listed below to assist in human protection from a potentially unpleasant experience as well as the protection of our wildlife:

- (a) Any wild animal can be dangerous. Always be cautious and observant.
- (b) Do not feed the wildlife. Food meant for human consumption can harm an animal. Animals that get food from humans may become aggressive.
- (c) Help keep wildlife "wild" by keeping your distance. Move away from animals without disturbing them and do not block an animal's path.
- (d) Photograph and observe wildlife from a safe distance, by using binoculars, spotting scopes or telephoto lenses.
- (e) If an animal or reptile approaches you, move away and maintain a safe distance.
- (f) Do not walk pets within or near any natural area, or near any bodies of water.
- (g) Keep young children at a safe distance from natural areas and bodies of water.

### **ARTICLE XVII CHANGES IN OWNERSHIP OF LOTS**



Any Owner, other than Master Declarant or any Master Declarant Affiliate, desiring to sell or otherwise transfer title to his or her Lot shall give the Board written notice at least fourteen (14) days' prior to recording the deed of the name and address of the purchaser or transferee, the date on which transfer of title is to occur, and such other information as the Board may reasonably require. Notwithstanding the transfer of title, the transferor shall be jointly and severally responsible with the transferee for all future obligations of the Owner, including future assessment obligations, until the date upon which the Board receives such notice, after which the original Owner shall be released from the obligation to pay assessments levied after the date such notice is received.

## **ARTICLE XVIII CHANGES IN MASTER ASSOCIATION PROPERTY**

### **18.1. Condemnation.**

Whenever any part of the Master Association Property is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Master Association Property on which improvements have been constructed, the Master Association shall restore or replace such improvements on the remaining land included in the Master Association Property to the extent practicable, unless, within sixty (60) days after such taking, Members entitled to cast at least 75% of the total votes and Master Declarant, during the Development and Sale Period, shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Master Association Property improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board shall determine.

### **18.2. Partition.**

Except as permitted in this Master Declaration, the Master Association Property shall remain undivided, and no Person shall bring any action for partition of any portion of the Master Association Property without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Master Declaration.

### **18.3. Transfer or Dedication of Master Association Property.**

The Master Association may convey, dedicate, or otherwise transfer portions of the Master Association Property to the County or to any other local, state, or federal governmental or



quasi-governmental entity, with the consent of at least two-thirds of the total votes of Owners and such approval as may be required by Section 15.9.

## **ARTICLE XIX AMENDMENT OF MASTER DECLARATION**

### **19.1. By Master Declarant.**

In addition to specific amendment rights granted elsewhere in this Master Declaration, until the first conveyance of a Lot to a Person other than Master Declarant or a Builder, Master Declarant may unilaterally amend this Master Declaration for any purpose.

Thereafter and until termination of the Class “B” Control Period, Master Declarant may unilaterally amend this Master Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Master Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; (iv) to satisfy the requirements of any local, state, or federal governmental agency; or (v) for any other purpose which does not materially adversely affect title to any Lot, unless the Owner of such Lot consents to such amendment. The Master Association shall, forthwith upon request of Master Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Master Declarant shall, from time to time, request.

### **19.2. By the Owners.**

Except as otherwise specifically provided above and elsewhere in this Master Declaration, this Master Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing at least 75% of the Master Association’s total votes. In addition, during the Development and Sale Period, Master Declarant’s written consent is required for any amendment. The approval requirements set forth in Section 15.9 also shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

### **19.3. Approval by Southwest Florida Water Management District.**

Notwithstanding Sections 19.1 and 19.2, any amendment to this Master Declaration that alters any provision relating to the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Master Association Property, or amendment to this Section 19.3, must have the prior approval of the SWFWMD.



#### 19.4. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Master Declarant or the Class “B” Member without the written consent of Master Declarant or the Class “B” Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Master Declaration or the Bylaws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Master Declaration.

#### 19.5. Exhibits.

Exhibit “A” attached to this Master Declaration is incorporated by this reference and amendment of such exhibit shall be governed by this Article. Exhibit “B” is incorporated by reference and may be amended as provided in Article III or pursuant to Sections 19.1 and 19.2. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Master Declaration which refer to such exhibits.

### **ARTICLE XX SIDE ENTRY HOMES**

#### 20.1. Side Yard Easements.

Certain Homes within the Community will be constructed as side-entry Homes. Such side-entry Home Lots shall be subject to a five-foot (5’) side yard easement in favor of the adjacent Lot to provide for installation, repair and maintenance of fences and sidewalks installed by Master Declarant on the Property. Any encroaching improvements installed by Declarant shall remain undisturbed. Such easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof or such Owner’s designees.

#### 20.2. Side Entry Maintenance Easements.

20.2.1. Preamble. A portion of the Homes in the Community may be designed and site planned as “side entry” Homes, such that each side entry Home is constructed so that all or portions of one side of such Home are situated on or near the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot (“Dominant Lot”) containing such a Home may have access to all sides of the Home (and other portions of such Owner’s Lot and Home) in order to maintain portions of the Lot, the side(s) of the Home, the roof and other applicable portions of the Home and Lot, and so that rain water



may run off the roof of a particular Home onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots ("Servient Lot[s]") adjacent to the side of such a Home near the Servient Lot, Declarant hereby makes provision for the "Maintenance Easements" declared and regulated pursuant to this Section 20.2 (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

20.2.2. Creation and Extent of Maintenance Easement. Master Declarant hereby reserves a permanent and perpetual non exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of the "side entry" Home located on the Dominant Lot, which building lines are co extensive with the Lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the deed or title of the Dominant Lot and the Servient Lot(s). The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, subparagraph 20.2.3 below and for rainwater run off, but in no event less than seven (7) feet off the face of the Home or as may be otherwise shown as a maintenance, access or similar easement on the Plat. In order for an Owner to access the Maintenance Easement described herein, such Owner must provide the neighboring Owner with at least 48 hours, except in the case of an emergency, advance notice of needing to utilize the Maintenance Easement.

20.2.3. Use and Conditions of Maintenance Easement. The Owner of a Dominant Lot, such Owner's guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter onto the appurtenant Maintenance Easement for purposes of maintaining, repairing and replacing portions of such Owner's Lot and Home including, without limitation, the Home's walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses, and such Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said Owner by returning such damaged Improvement or landscaping to the condition immediately preceding said damage, shall create an undue hazard to persons or pets located on or coming into the Servient Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Home thereon which is, or would result in, a violation of the restrictions set forth in the Governing Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to any person or property incurred by reason of the former's violations of the restrictions contained herein.

20.2.4. Servient Lot Owner Duties. Owners of Servient Lots shall not make any Improvement to the Servient Lot, including, without limitation, the placement of fences or landscaping, which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby. The Owner of a Servient Lot may install a fence or landscaping thereon provided such installation is approved by the ARC pursuant to Article IV hereof, and such fence must contain a gate to permit the maintenance or access easement and to permit the Master Association access for maintenance of the lawn and landscaping.



20.2.5. Reciprocity. Each Owner, by acceptance of a deed or title for a Lot containing a side entry Home, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lot(s) as hereinbefore described, but also a Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant Lots adjacent to such Owner's Lot.

20.3. Side Entry Home Easement for Roof Overhang.

Master Declarant hereby reserves and grants a perpetual, nonexclusive easement or easements to provide for the roof overhang of a side entry Home constructed in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

20.4. Side Yard Setback Requirement.

There shall be a minimum two foot (2') setback requirement from the side yard lot line on the side of a Home near a Servient Lot for that portion of any open patio, screen enclosed patio and/or pool deck that extends beyond any masonry wall extending from such side of the Home (the "Privacy Wall"). In addition, if an Owner installs or constructs such open patio, screen enclosed patio and/or pool deck between two feet (2') and five feet (5') from the side yard lot line on the side of a Home near a Servient Lot, then a hedge must also be installed by said Owner within the two foot (2') setback area along that portion of the open patio, screen enclosed patio and/or pool deck that extends beyond the Privacy Wall in order to provide a vegetative privacy barrier.



IN WITNESS WHEREOF, Master Declarant has caused this instrument to be executed on the day and year written below.

**TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida corporation

[Signature]  
Signature

Printed Name of Witness

[Signature]  
Signature  
Printed Name of Witness

By: [Signature]  
Printed Name: JASON BESS  
Its: Vice President

STATE OF FLORIDA           )  
  ) SS:  
COUNTY OF SARASOTA    )

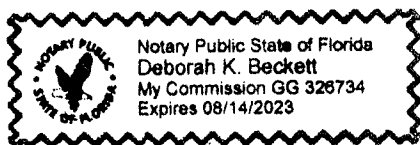
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [ x ] physical presence or [ ] online notarization by JASON BESS, as Vice President of **TAYLOR MORRISON OF FLORIDA, INC.,** a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of September, 2020.

[Signature]  
Notary Public

Deborah K. Beckett  
Typed, printed or stamped name of Notary Public

My Commission Expires:





**MASTER ASSOCIATION:**

SKYE RANCH MASTER ASSOCIATION,  
INC.,  
a Florida corporation not for profit

WITNESSES AS TO  
MASTER ASSOCIATION:

[Signature]  
Signature  
Print Name John W. [unclear]

[Signature]  
Signature  
Print Name Becky E Hopkins

By: [Signature]  
Printed Name: NATHAN STITH  
Its: President

[CORPORATE SEAL]

STATE OF FLORIDA       )  
  ) SS  
COUNTY OF SARASOTA )

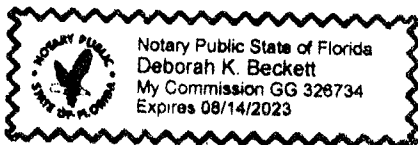
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization by Nathan Stith, as President of SKYE RANCH MASTER ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of September, 2020.

[Signature]  
Notary Public, State of Florida at Large

Deborah K. Beckett  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:





JOINED IN AND CONSENTED TO BY:

JOHN CANNON HOMES, INC.,  
a Florida corporation

Signature

Michael R. Finley

Printed Name of Witness

Michael V. Paredes

Signature

Michael V. Paredes

Printed Name of Witness

By:

Printed Name: John Cannon

Title: President

STATE OF FLORIDA )

) SS:

COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [ x ] physical presence or [ ] online notarization by JOHN K. CANNON, as PRESIDENT of JOHN CANNON HOMES, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

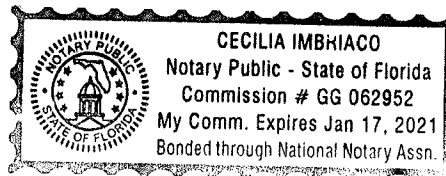
WITNESS my hand and official seal in the County and State last aforesaid this 29TH day of SEPTEMBER 2020.

My Commission Expires:

01/17/2021

Cecilia Imbriaco  
Notary Public

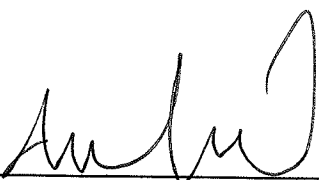
CECILIA IMBRIACO  
Typed, printed or stamped name of Notary Public

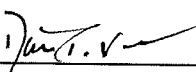


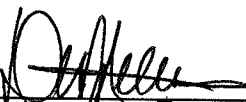


JOINED IN AND CONSENTED TO BY:

NELSON HOMES, INC.,  
a Florida corporation

  
Signature  
ASHLEY MILLER  
Printed Name of Witness

  
Signature  
Dawn P. Vollmer  
Printed Name of Witness

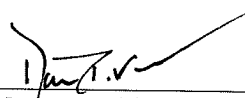
By:   
Printed Name: Derek T. Nelson  
Title: President

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Sarasota )

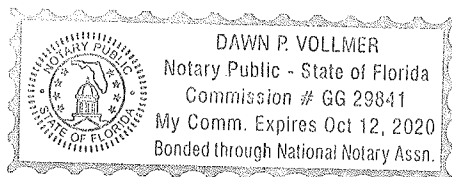
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [ x ] physical presence or [ ] online notarization by Derek Nelson, as President of NELSON HOMES, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of Sept., 2020.

My Commission Expires:

  
Notary Public  
Dawn P. Vollmer

Typed, printed or stamped name of Notary Public





**EXHIBIT "A"**

**Land Initially Submitted**

ALL PROPERTY SHOWN ON THAT CERTAIN PLAT OF LT RANCH NEIGHBORHOOD ONE, RECORDED IN PLAT BOOK 53, PAGES 175 THROUGH 224, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; LESS AND EXCEPT TRACTS 101, 501, 502 AND 503, RECORDED IN PLAT BOOK 53, PAGES 175 THROUGH 224 AND ANY PROPERTY DEDICATED TO THE COUNTY OR THE PUBLIC ON THE PLAT;

AND

ALL PROPERTY SHOWN ON THAT CERTAIN PLAT OF SKYE RANCH NEIGHBORHOOD FOUR NORTH, RECORDED IN PLAT BOOK 54, PAGES 218 THROUGH 246, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; LESS AND EXCEPT TRACTS 504 AND 505, RECORDED IN PLAT BOOK 54, PAGES 218 THROUGH 246 AND ANY PROPERTY DEDICATED TO THE COUNTY OR THE PUBLIC ON THE PLAT.



## **EXHIBIT "B"**

### **INITIAL USE RESTRICTIONS**

For purposes of these Use Restrictions, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Master Declarant in Paragraph 40 hereof:

1. **Enforcement.** Failure of an Owner to comply with any limitations or restrictions in this Master Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Master Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Costs incurred by the Master Association in connection with the enforcement of this Master Declaration or any of the Governing Documents or with any rules or regulations promulgated by the Master Association, whether or not an action is actually begun. Any such Legal Costs shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

In addition to all other remedies, the Master Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Master Association Property and facilities; may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

a. **Notice.** The Master Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Master Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Master Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

b. **Hearing.** Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.



c. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

d. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Master Declaration.

e. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs a and b above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

f. Access. Suspension of use rights to Master Association Property shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

2. Single-Family Use. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in Skye Ranch except as such occupation or activity is permitted to be carried on by Master Declarant under the Master Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

3. Nuisance. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots or in or about any Improvements, or on any portion of Skye Ranch, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Architectural Review Committee ("ARC").

4. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. The Property will be subject to, and the Master Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of such Lot.



5. Leases. No portion of a Home (other than an entire Home) may be rented and the lease or sale of any Home on a time-share basis is prohibited. All leases shall provide that the Master Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Master Declaration, the Articles, the Bylaws, these Use Restrictions, or of any other agreement, document or instrument governing the Lots. No Home shall be leased for a term of less than thirty (30) days and no Home may be leased more than four (4) times in any calendar year. To preserve the non-transient, single family residential, nature of the Property, no Home, or portion of a Home, may be listed or advertised as being available for rent, lease, sublease, license, use or occupancy, on any internet website or web-based platform, including, without limitation, [airbnb.com](http://airbnb.com), [vrbo.com](http://vrbo.com), [homeaway.com](http://homeaway.com) or any other similar website or web-based platform, regardless of the term or duration of such rental, lease, sublease, license or occupancy. This restriction shall not prohibit the use of an MLS listing service or similar internet website or web-based platform by Owners for leasing activities permitted under the Master Declaration. A copy of the lease must be provided to the Master Association within five (5) days of the execution of the lease. The Owner of a leased Home shall be jointly and severally liable with his or her tenant to the Master Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Master Association whether before or after such lease was entered into.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Master Association, the Lot shall not be leased until such amounts are paid in full or unless the Master Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Master Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Master Association and the Owner's Lot is leased, the Master Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Master Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Master Association notified such tenant in writing that the rents must be remitted directly to the Master Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Master Association its agent for such purpose. The Master Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Master Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Master Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Master Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Master Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Master Association, as



provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

6. Removal of Sod and Shrubbery; Alteration of Drainage, Etc. Except for Master Declarant's acts and activities with regard to the development of Skye Ranch, no Improvements (including, but not limited to, driveways and landscaping) and no sod, top soil, muck, trees or shrubbery shall be removed from Skye Ranch and no change in the condition of the soil or the level of the land of any of the Skye Ranch area shall be made which would result in any permanent change in the flow or drainage of storm water within Skye Ranch without prior written consent of the Master Association and the ARC.

7. Addition of Landscaping; Alteration of Drainage, Etc. If an Owner receives approval to install additional landscaping to their Lot, the Owner is responsible for increased costs in the maintenance of the additional landscaping and the Master Association or landscape maintenance company will bill the Owner directly for the additional maintenance and the Owner is responsible for payment of the increased maintenance. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of storm water within Skye Ranch without prior written consent of the ARC and the Master Association.

8. Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Master Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Master Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Master Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but is not obligated, submit plans and specifications for same to the Master Association to ensure compliance with the Master Association's rules governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Section 7 shall not apply to Master Declarant.

9. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Skye Ranch, including any Master Association Property or any property contiguous to Skye Ranch.



10. Radio Transmission. No ham radios or radio transmission equipment shall be operated or permitted to be operated within Skye Ranch without the prior written consent of the Master Association.

11. Signs. An Owner (with the exception of Master Declarant, for so long as Master Declarant is offering Homes for sale in the ordinary course of business) shall show no sign, advertisement or notice of any type on the Master Association Property, other portions of Skye Ranch, in or upon his or her Home, or in or upon his or her vehicle(s), so as to be visible from the Master Association Property, or any public way, except as may be previously and specifically approved in writing by the Master Association and the ARC pursuant to Article IV of the Master Declaration. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Master Declarant to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale. Master Declarant specifically reserves the right to place and maintain identifying or informational signs on any building located in Skye Ranch as well as any signs in connection with its sales activities.

12. Animals and Pets. Each Home is permitted to have three (3) domestic pets (i.e. dogs and cats) in the Home without the prior written permission of the Board. The restriction on the number of pets shall not apply to birds and fish. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Master Association. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, or any dog which has been deemed a "Dangerous dog" pursuant to Florida Statutes Chapter 767.11 be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Master Association, if any, provided this statement shall not require the Master Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Master Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If any restrictions imposed by the Master Association in accordance with this Section 11 are violated, or if a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected,



the Owner, upon written notice by the Master Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Master Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

13. Clotheslines. No clothesline or clothes drying which is visible from outside a building shall be undertaken or permitted on any portion of Skye Ranch.

14. Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Skye Ranch except in connection with construction, development, leasing or sales activities permitted under the Master Declaration or with the prior written consent of the Master Association. No temporary structure may be used as a residence.

15. Lakes. No docks shall be constructed within or adjacent to a Lake. Owners are prohibited from using the Lakes for irrigation purposes. Swimming and watercraft are prohibited in the Lakes, however, fishing is permitted in the Lakes on a "catch and release" basis only. All tackle, lines, or lures must be removed from the fish and the fish is to be returned to the water. Anyone fishing must be licensed to do so as may be required by the State or County.

16. Fences. Any fence placed upon any Lot must be approved by the ARC, as provided in Article IV hereof, prior to installation. In no event may the ARC approve any request for a fence to be placed in any of the following areas: (i) the area between the front of a Home and the Roadway at the front of the Lot on which the Home is situated, unless specifically required by the County Land Development Code; (ii) any drainage easement within the Property; (iii) any Lake maintenance easement; or (iv) on any Lake Lot. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARC's approval, at the time the fence is installed. No Owner shall be permitted to attach to any perimeter fence or wall located within any of the Buffers, or to otherwise fence-in or enclose any portion of a Buffer or other Common Area.

Notwithstanding that an Owner has obtained the approval of the ARC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.



In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARC and is permitted to cross any such easements, such ARC's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. Notwithstanding the foregoing or any permit or governmental approval to the contrary, no fence may be installed within any drainage easement(s) or Lake maintenance easement on the Property. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARC approval required by Article IV hereof.

Notwithstanding anything contained to the contrary in this Master Declaration, an Owner of a Lot within the Esplanade at Skye Ranch Neighborhood who elects to install a fence on any portion of his or her Lot must install a gate for the Master Association to access the portion of the Lot which becomes enclosed by the fence construction, for the maintenance and care of the lawn and landscaping, otherwise, such Owner shall be responsible for the maintenance and care of the lawn and landscaping in the portion of the Lot which becomes enclosed by the fence construction. Such Owner of a Lot shall not be entitled to a reduction in Assessments in turn for being responsible for such maintenance and care. "Maintenance and care" within the meaning of this subsection shall include, by way of example and not of limitation, mowing, edging, fertilizing and spraying of lawns, maintenance of the Irrigation System(s) or portion thereof, replacement of sod and the trimming, fertilizing and spraying of any hedge. In the event the Owner fails to properly maintain his Lot and/or Home pursuant to this subparagraph, then the Master Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility shall be determined in the sole discretion of the Master Association or Master Declarant. Further, if failure to comply relates to the Owner's obligations to maintain and care for such Owner's Lot, Home or other Improvement, the Master Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Invisible fencing may be allowed if approved by the ARC. Any Owner permitted to install any invisible fencing acknowledges that the Master Association and the landscape maintenance company hired by the Master Association shall not be responsible for any damage caused to such invisible fencing by the Master Association's landscape maintenance company. Each Owner who is permitted to install invisible fencing on such Owner's Lot will be required to sign an acknowledgment that such Owner shall be responsible for any repairs and/or replacement of the invisible fencing, even if such repair and/or replacement was caused by the Master Association's landscape maintenance company in performing their responsibilities of landscape maintenance.



17. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Master Declarant, without the prior written consent of the Master Association.

18. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, without the prior written approval of the ARC as set forth in the Master Declaration, which approval may be withheld for purely aesthetic reasons.

19. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

20. Mining, Drilling, or Excavation. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Property. Activities of Master Declarant, or the Master Association in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps for sprinkler systems in compliance with applicable governmental requirements be deemed a Mining Activity.

21. Maintenance of Property. The Property and Improvements thereon shall be kept in a good, safe, clean, neat and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow to a height in excess of four inches (4") for improved property and ten inches (10") for unimproved property. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Property owned by Master Declarant or its nominee through the period of construction of Homes or other Improvements upon the Property. During construction of a Home or other Improvement upon any portion of the Property, the Owner thereof shall be required to maintain said property in a clean condition and, except for the initial construction of Homes by Master Declarant or its nominee, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within thirty (30) days after the completion of construction of the Improvement on such portion of the Property, as evidenced by issuance of a certificate of occupancy, if applicable.

Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of the Master Declaration and to the satisfaction of the Master Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Master Association, unless a longer period is authorized by the Master Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to



make payment within fifteen (15) days after requested to do so by the Master Association, then the payment requested shall be collected as a Benefited Assessment from such Owner and the Master Association shall be entitled to lien rights upon such Lot requiring such maintenance in accordance with the provisions of the Master Declaration.

22. Subdivision and Partition. No Lot on the Property shall be subdivided.

23. Casualty Destruction to Improvements. In the event a Home(s) and/or other Improvement(s) upon a Lot(s) is damaged or destroyed by casualty, hazard or other loss then, within a reasonable period of time after such incident, the Owner(s) thereof shall either commence to rebuild or repair the damaged Home(s) or Improvement(s) upon obtaining ARC approval, if required hereunder, diligently continuing such rebuilding or repairing activities to completion or, upon a determination by the Owner(s) thereof that the Home(s) or Improvement(s) will not be repaired or replaced, promptly clear the damaged Home(s) or Improvement(s) and grass over and landscape such Lot(s) as applicable, in a slightly manner consistent with Master Declarant's plan for beautification of Skye Ranch. Any damaged or destroyed Home(s) and other Improvements shall only be repaired or replaced with Home(s) and other Improvements of a similar size and type as those damaged or destroyed and without substantial alteration from what existed prior to the damage or destruction, unless the prior written approval of the ARC is obtained.

24. Master Association Property. Nothing shall be stored and/or constructed within or removed from any Master Association Property other than by Master Declarant, except with the prior written approval of the Master Association.

25. Lake Maintenance Easement. No Improvement on a Lot shall be placed within a Lake Maintenance Easement, and any Improvement placed within the Lake Maintenance Easement shall be removed by Master Declarant or by the Master Association. The cost of such removal shall be paid by such Owner(s) as a Benefited Assessment.

26. Boats, Recreational Vehicles and Commercial Vehicles. No motor homes, trailers, recreational vehicles, boats, campers, vans or trucks used for commercial purposes, gas powered scooters, all-terrain vehicles and gas powered recreational vehicles, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the ARC shall be permitted to be parked on any portion of Skye Ranch, except for trucks furnishing goods and services during the daylight hours and except as the Master Association may designate for such use by appropriate rules and regulations. The Master Association shall have the right to authorize the towing away of any vehicles in violation of these provisions with the costs to be borne by the owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Skye Ranch.

27. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas located on the Property. The foregoing, however, shall not: (i) apply to Owners who have construction in progress on their particular Lot; (ii) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term



visits; (iii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Skye Ranch until it can be towed away; and (iv) apply to vehicles used in connection with construction, development or sales activities permitted under the Master Declaration.

No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four-wheel passenger automobiles) upon any portion of the Property; provided, however, Master Declarant its successors, nominees or assigns and the Master Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at Skye Ranch. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Master Association or Master Declarant.

28. Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or a lessee first move into a Home or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved by the ARC.

29. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the ARC, which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform to the specifications approved by the ARC, then the hurricane shutters will be made to conform by the ARC at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Skye Ranch location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Master Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Master Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Master Association for clearance to install or remove hurricane shutters pursuant to the Master Declaration.

30. Landscaping, Lawn Décor, and Improvements. No Improvements of any kind including, without limitation, any building, shed, play structure, basketball hoops, soccer goals,



swing sets, athletic/play equipment, wall, topographical feature, mailbox, landscaping, lawn sculpture, fence, swimming pool, tennis court or screened enclosure shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the ARC, including, but not limited to, painting the Home in a color other than the color originally placed by Master Declarant on the painted surface.

31. **Basketball Backboards.** No garage, roof mounted, or in-ground mounted basketball backboards are permitted. Portable basketball hoops may be allowed with the ARC's approval.

32. **Water Supply.** No individual water supply system for drinking purposes or household use shall be permitted on any Lot, including for irrigation or sprinkler purposes.

33. **Sewage Disposal.** No individual sewage disposal system shall be permitted on the Property.

34. No yard sales or neighborhood sales shall be permitted on any Lot or any other area in Skye Ranch unless approved in writing by the Board.

35. All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on the Property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Skye Ranch may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

36. **Flags.** An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Master Declaration.

37. **Energy Conservation Equipment.** All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar



Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

38. Compliance with Governing Documents. Each Owner and their family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Skye Ranch. Such Owner shall be liable to the Master Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Master Association Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as a Benefited Assessment.

39. No Implied Waiver. The failure of the Master Association or Master Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Master Declarant, the Master Association, or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

40. Certain Rights of Master Declarant. The provisions, restrictions, terms and conditions of these Use Restrictions shall not apply to Master Declarant as an Owner.

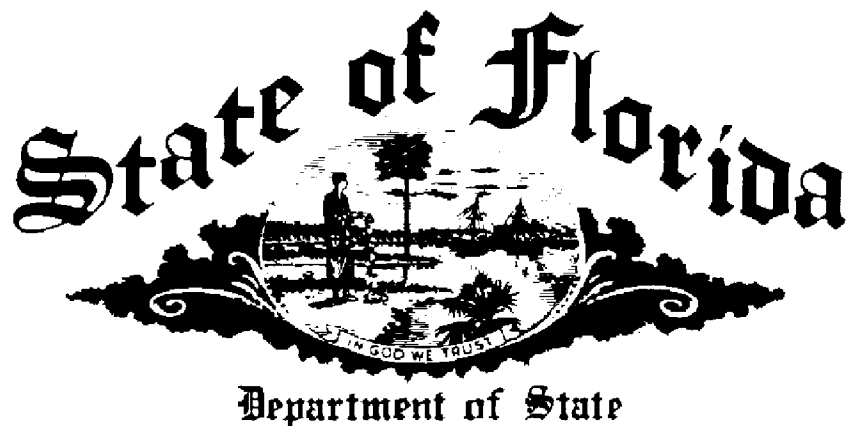
41. Board's Rule-Making Power. The foregoing Use Restrictions shall not be deemed to be all inclusive nor restrict the right of the Master Association to adopt such reasonable rules and regulations governing the use of Skye Ranch as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Skye Ranch without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Master Declarant holds any Homes within Skye Ranch for sale in the ordinary course of its business, have the prior written approval of Master Declarant. Master Declarant has the right to approve any rule or modification thereof.



**EXHIBIT “C”**

**ARTICLES OF INCORPORATION OF  
SKYE RANCH MASTER ASSOCIATION, INC.**





I certify from the records of this office that SKYE RANCH MASTER ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 4, 2019.

The document number of this corporation is N19000005867.

I further certify that said corporation has paid all fees due this office through December 31, 2019, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 319A00011246-060519-N19000005867-1/1, noted below.

Authentication Code: 319A00011246-060519-N19000005867-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of June, 2019

*Ronald R. R.*  
Secretary of State





## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SKYE RANCH MASTER ASSOCIATION, INC., a Florida corporation, filed on June 4, 2019, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H19000176748. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N19000005867.

Authentication Code: 319A00011246-060519-N19000005867-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of June, 2019

*Ronald R. R.*  
Secretary of State





June 5, 2019

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

SKYE RANCH MASTER ASSOCIATION, INC.  
551 NORTH CATTLEMEN ROAD, SUITE 200  
SARASOTA, FL 34232US

The Articles of Incorporation for SKYE RANCH MASTER ASSOCIATION, INC. were filed on June 4, 2019, and assigned document number N19000005867. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H19000176748.

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

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

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

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

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

Jalesa S Dennis  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 319A00011246



**ARTICLES OF INCORPORATION  
OF  
SKYE RANCH MASTER ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Master Declaration.

1. “Articles” means these Articles of Incorporation and any amendments hereto.
2. “Assessments” means the assessments for which all Owners are obligated to the Master Association and includes “Individual Lot Assessments”, “Benefited Assessments” and “Special Assessments” (as such terms are defined in the Master Declaration) and any and all other assessments which are levied by the Master Association in accordance with the Governing Documents.
3. “Board” means the Board of Directors of the Master Association.
4. “Bylaws” means the Bylaws of the Master Association and any amendments thereto.
5. “County” means Sarasota County, Florida.
6. “Director” means a member of the Board.
7. “Governing Documents” means, in the aggregate, the Master Declaration, these Articles, the Bylaws, the Plat, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any “Amendment(s)” and “Supplemental Declaration(s)” (as such terms are defined in the Master Declaration).
8. “HOA Act” means the Homeowners’ Association Act, Chapter 720, Florida Statutes, as amended through the date the Master Declaration is recorded amongst the Public Records of the County.
9. “Home” means a residential dwelling unit constructed within Skye Ranch which is designed and intended for use and occupancy as a residence for a single family. The term “Home” shall include the “Lot” as defined below.



10. "Lot" means any parcel of land within Skye Ranch as shown on the Plat upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land within Skye Ranch that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Master Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot.

11. "Master Association" means Skye Ranch Master Association, Inc., a Florida corporation not for profit. The "Master Association" is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).

12. "Master Association Property" means the property defined as "Master Association Property" in the Master Declaration.

13. "Master Declarant" means Taylor Morrison of Florida, Inc., a Florida corporation, or any successor or assign that is designated as Master Declarant in a recorded instrument which the immediately preceding Master Declarant executes. Any Person who at any time holds the rights of Master Declarant hereunder and subsequently transfers or assigns the rights of Master Declarant to another Person shall be known as a "Predecessor Master Declarant" and, unless otherwise agreed in writing, shall be entitled to the rights of a Predecessor Master Declarant established in the Master Declaration. Whether or not specifically stated, a Predecessor Master Declarant shall be afforded the same protection with respect to matters arising during its tenure as Master Declarant as the Predecessor Master Declarant would have if it were still Master Declarant..

14. "Master Declaration" means the Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

15. "Member" means a member of the Master Association.

16. "Operating Expenses" means the expenses for which Owners are liable to the Master Association as described in the Governing Documents and include, but are not limited to, the costs and expenses incurred by the Master Association in owning, administering, operating, maintaining, financing, repairing, managing or leasing, but not reconstructing, replacing or improving, the Master Association Property and improvements thereon and all costs and expenses incurred by the Master Association in carrying out its powers and duties hereunder or under any other the Governing Documents.

17. "Owner" means the record owner, whether one (1) or more persons or entities of the fee simple title to any Lot within Skye Ranch, and includes Master Declarant for as long as Master Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

18. "Plat" shall mean the plat of LT Ranch Neighborhood One, to be recorded in the Public Records of the County. In the event an Additional Plat is recorded in the Public Records



of the County, then the term “Plat” as used herein shall also mean and refer to the Additional Plat(s).

19. “Skye Ranch” means the planned development located in the County which encompasses the Property and is initially intended to comprise Homes and the Master Association Property, but subject to change in accordance with the Master Declaration.

Unless otherwise defined herein, the terms defined in the Master Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

## ARTICLE II NAME

The name of this corporation shall be SKYE RANCH MASTER ASSOCIATION, INC. (hereinafter referred to as the “Master Association”). Its initial principal office and mailing address shall be at 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232.

## ARTICLE III PURPOSES

The purpose for which the Master Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Master Association Property in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

## ARTICLE IV POWERS

The Master Association shall have the following powers and shall be governed by the following provisions:

A. The Master Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Master Association shall have all of the powers granted to the Master Association in the Governing Documents. All of the provisions of the Master Declaration and Bylaws which grant powers to the Master Association are incorporated into these Articles.

C. The Master Association shall have all of the powers reasonably necessary to implement the purposes of the Master Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Master Association Property.



3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Master Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Master Association.

4. To own, administer, maintain, finance, insure, repair, replace, manage, lease and convey the Master Association Property in accordance with the Governing Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing and management of the Master Association Property and to enter into any other agreements consistent with the purposes of the Master Association, including, but not limited to, agreements with respect to professional management of the Master Association Property and to delegate to such professional management certain powers and duties of the Master Association.

7. To enter into the Master Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain Skye Ranch in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Skye Ranch.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Master Association Property for which the Master Association has maintenance responsibility, all in accordance with the Master Declaration and, as security for any such loan, to collaterally assign the Master Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Master Association shall be required to obtain the approval (at a duly called meeting of the Members at which a quorum is present) of seventy-five percent (75%) of the all Members of the Master Association prior to the engagement of legal counsel by the Master Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;



(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) the enforcement of Master Association rules;

(e) the enforcement of a contract entered into by the Master Association with vendors providing services to the Master Association;

(f) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Master Association, Master Association Property, or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); and

(g) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Master Association, which are not included in the above exceptions shall be financed by the Master Association only with monies that are collected for that purpose by Special Assessment(s) and the Master Association shall not borrow money, use reserve funds, or use monies collected for other Master Association obligations.

11. To operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of the Water Management District Permit (as defined in the Master Declaration) and applicable rules; to assist in the enforcement of the Master Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate Assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

## ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Master Association, the manner of their admission to Membership, the manner of the termination of such Membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the Membership of the Master Association shall be comprised solely of Master Declarant. Until the First Conveyance, Master Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the Membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.



C. Membership in the Master Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Master Association.

D. The Master Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Member" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one (1). Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(a) Three (3) months after the conveyance of ninety percent (90%) of the Lots by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County;

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the community as described in the Governing Documents;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Master Association or the Members; or

(f) at such time as Declarant shall designate in writing to the Master Association.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Master Association and elect not less than a majority of the Board.



Members other than Developer are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Homes in all phases of Skye Ranch which will ultimately be operated by the Master Association have been conveyed to Members.

E. The designation of different classes of Membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

F. No Member may assign, hypothecate or transfer in any manner his or her Membership in the Master Association except as an appurtenance to his or her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class "B" Member, as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Master Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Master Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a voting certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Master Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is



allowed, absent any prior written notice to the contrary to the Master Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Master Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least twenty percent (20%) of the total number of votes of the Members.

## ARTICLE VI TERM

The term for which this Master Association is to exist shall be perpetual. In the event of the termination, dissolution or final liquidation of the Master Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume I sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution.

## ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are: Mark F. Grant, 200 East Broward Boulevard, Suite 1800, Fort Lauderdale, Florida 33301.

## ARTICLE VIII OFFICERS

The affairs of the Master Association shall be managed by the President of the Master Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.



ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Nathan Stith
Vice President	Cammie LaRhae Longenecker
Vice President/Treasurer	John Wollard
Vice President/Secretary	Carl Senica

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Master Association (“First Board”) and the “Initial Elected Board” (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the “Master Declarant’s Resignation Event” (as hereinafter defined) shall be an odd number of no more than seven (7). The Board shall determine the number of Directors to comprise the Board from time to time. Except for Master Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Nathan Stith	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232
Carl Senica	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232
John Wollard	551 N. Cattlemen Road, Suite 200 Sarasota, FL 34232

Master Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Master Declarant intends that Skye Ranch, if and when ultimately developed, will contain approximately one thousand five hundred sixty (1,560) Homes (“Total Developed Homes”). For purposes of this paragraph, “Total Developed Homes” shall mean the one thousand five hundred sixty (1,560) Developed Lots which Master Declarant intends to develop



in Skye Ranch. Master Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Master Declarant desires; (ii) develop the Property upon such timetable as Master Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Skye Ranch, the right to add recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Skye Ranch) in such manner as Master Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Master Declarant to construct Skye Ranch according to the present plan of development or as obligating Master Declarant to declare any Additional Property to be Property.

D. Upon the Turnover Date, the Members (other than Master Declarant) (“Purchaser Members”) shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (“Initial Election Meeting”). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Master Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days’ notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Master Declarant.

F. At the Initial Election Meeting, Purchaser Members, the number of which may change from time to time, shall elect two (2) of the Directors, and Master Declarant, until the Master Declarant’s Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the “Initial Elected Board”). Master Declarant reserves and shall have the right, until the Master Declarant’s Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraphs E and F above, at each subsequent “Annual Members’ Meeting” (as defined in the Bylaws), until the Annual Members’ Meeting following the Master Declarant’s Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Master Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Master Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. Upon the earlier to occur of the following events (“Master Declarant’s Resignation Event”), Master Declarant shall cause all of its designated Directors to resign:



1. When Master Declarant no longer holds at least five percent (5%) of the Total Developed Homes for sale in the ordinary course of business and all Lots sold by Master Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Master Declarant causes the voluntary resignation of all of the Directors designated by Master Declarant and does not designate replacement Directors.

Upon Master Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Master Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Master Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Master Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Master Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Master Declarant or the resignation of an officer of the Master Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Master Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Master Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.



## ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his or her being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled under statute or common law.

## ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Master Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.



(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Master Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice, amend or alter the rights of: (i) Master Declarant, without the prior written consent thereto by Master Declarant; and/or (ii) any "Institutional Mortgagee" (as such term is defined in the Master Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Master Declarant hereunder, including, but not limited to, Master Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Master Declarant.

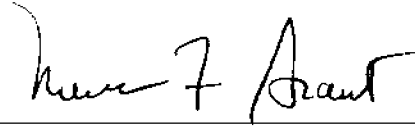
G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.



ARTICLE XIV  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 1200 South Pine Island Road, Plantation, Florida 33324, and the initial registered agent of the Master Association at that address shall be NRAI Services, Inc.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 28<sup>th</sup> day of May, 2019.

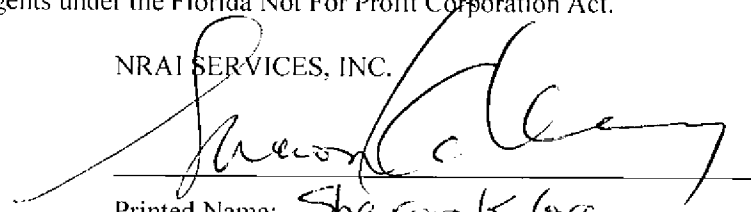
A handwritten signature in black ink, appearing to read "Mark F. Grant", is written over a horizontal line.

MARK F. GRANT, Incorporator



The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he/she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

NRAI SERVICES, INC.

A handwritten signature in black ink, appearing to read "Sharon K. Gray", is written over a horizontal line.


Printed Name: Sharon K. Gray

Title: Assistant Secretary

Dated: May 28, 2019



# State of Florida



## Department of State

I certify from the records of this office that SKYE RANCH MASTER ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 4, 2019.

The document number of this corporation is N19000005867.

I further certify that said corporation has paid all fees due this office through December 31, 2019, and its status is active.


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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 919A00023693-111919-N19000005867-1/1, noted below.

Authentication Code: 919A00023693-111919-N19000005867-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Nineteenth day of November, 2019

  
Secretary of State





I certify the attached is a true and correct copy of the Articles of Merger, filed on November 18, 2019, for SKYE RANCH MASTER ASSOCIATION, INC., the surviving Florida entity, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H19000337411. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this entity is N19000005867.

Authentication Code: 919A00023693-111919-N19000005867-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Nineteenth day of November, 2019

  
Secretary of State





November 19, 2019

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

ANGELA TOMPKINS  
5150 TAMiami TRAIL N., #502  
NAPLES, FL 34103US

Re: Document Number N19000005867

The Articles of Merger were filed November 18, 2019, for SKYE RANCH MASTER ASSOCIATION, INC., the surviving Florida entity.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H19000337411.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6050, the Amendment Filing Section.

Rebekah White  
Regulatory Specialist II Supervisor  
Division of Corporations                      Letter Number: 919A00023693



**EXHIBIT “D”**

**BYLAWS OF SKYE RANCH  
MASTER ASSOCIATION, INC.**



**EXHIBIT “D”**

**BYLAWS**  
**OF**  
**SKYE RANCH MASTER ASSOCIATION, INC.**

**Section 1. Identification of Master Association**

These are the Bylaws of Skye Ranch Master Association, Inc. (“Master Association”) as duly adopted by its Board of Directors (“Board”). The Master Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The principal office and mailing address of the Master Association shall be for the present at 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Master Association shall be the calendar year.

1.3. The seal of the Master Association shall bear the name of the Master Association, the word “Florida” and the words “Corporation Not For Profit.”

**Section 2. Explanation of Terminology**

The terms defined in the Articles of Incorporation of the Master Association (“Articles”) as well as in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Skye Ranch (“Master Declaration”) are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

**Section 3. Membership; Members’ Meetings; Voting and Proxies**

3.1. The qualification of Members, the manner of their admission to membership in the Master Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually (“Annual Members’ Meeting”). The Annual Members’ Meeting shall be held at the office of the Master Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members’ Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members’ Meeting.

3.3. Special meetings (meetings other than the Annual Members’ Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least



one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting, except as provided for recall of Directors in Article X, Section G of the Articles.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at the address of the Home owned by such Owner, or such other address as the Owner shall notify the Master Association of in writing and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Master Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Governing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Master Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Governing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. The Board shall adopt a procedure to be followed for each election, which procedure shall specify if nominations for Directors shall be submitted before the meeting so that absentee ballots may be used or if nominations for Directors will be taken at the Meeting and in which case absentee ballots may not be used. Any procedure adopted by the Board shall require the use of secret ballots.



Members may not vote for Directors by Proxy but Proxies may be used to establish a quorum. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Master Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy. Proxies may also be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Master Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of twenty percent (20%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Master Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board.



4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Master Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he/she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.



4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members on such terms as the Board may determine but at all times pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Master Association. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he/she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

## Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Master Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Governing Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Master Association may employ a manager to perform any of the duties, powers or functions of the Master Association. Notwithstanding the foregoing, the Master Association may not delegate to the manager the power to conclusively determine whether the Master Association should make expenditures for capital additions or improvements chargeable against the Master Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Master Association.



## Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars (\$25.00) or five percent (5%) of the past due amount, whichever is greater, by the Master Association for such late Assessment. This amount is subject to change in the Board's sole discretion. In addition, any party who fails to pay any Assessment within ten (10) days of the due date shall be charged interest thereon from the date due until paid at 18% per annum. Owners shall be responsible to pay all Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Master Association's lien has been commenced.

## Section 7. Officers of the Master Association

7.1. Executive officers of the Master Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Master Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer.

7.2. The President shall be the chief executive officer of the Master Association. He/She shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he/she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Master Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Master Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Master Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Master Association as may be required by the Board or the



President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Master Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Master Association in accordance with good accounting practices and he/she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Master Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Master Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Skye Ranch.

#### Section 8. Resignations

Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

#### Section 9. Accounting Records; Fiscal Management

9.1. The Master Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Master Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Skye Ranch which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Master Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Master Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Master Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held prior to the end of the fiscal year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the



Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Lot Assessment and Benefited Assessment(s) applicable to his or her Lot(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment and Benefited Assessments shall be deemed given upon its delivery or upon its being mailed to the Owner at the address of the Home owned by such Owner, or such other address as the Owner shall notify the Master Association of in writing.

9.3. In administering the finances of the Master Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Master Association in any calendar year may be used by the Master Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting.

9.4. Individual Lot Assessments and Benefited Assessments shall be payable as provided in the Master Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

9.6. The depository of the Master Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Master Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Master Association shall be made in compliance with the financial reporting requirements set forth in Chapter 720, Florida Statutes.

## Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Skye Ranch; provided, however, that such rules and regulations are not inconsistent with the



terms or provisions of the Governing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be recorded in the Public Records of the County and a copy shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Master Association at the time of such delivery or mailing and shall take effect upon recording. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Master Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Governing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

#### Section 12. Roster of Owners

Each Owner shall file with the Master Association a copy of the deed or other document showing his or her ownership of a Home in Skye Ranch. The Master Association shall maintain such information. The Master Association shall also maintain the electronic mailing addresses and numbers of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners consenting to receive notice by electronic transmission shall be removed from Master Association records when consent to receive notice by electronic transmission is revoked. The Master Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

#### Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Master Association may be amended or repealed, and any new Bylaw of the Master Association may be adopted by either:

(i) a majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.



13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee (as said term is defined in the Master Declaration) without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Master Association shall be recorded amongst the Public Records of the County.

#### Section 14. Mediation

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

#### Section 15. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

#### Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control; and in the event of any conflict between the Articles and the Master Declaration, the Master Declaration shall control.

*The foregoing Bylaws of Skye Ranch Master Association, Inc. were adopted by the Board of Directors as of the date of filing of the Articles of Incorporation for the Master Association.*



**EXHIBIT “E”**

**WATER MANAGEMENT DISTRICT PERMIT**





## *Water Management District*

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

An Equal  
Opportunity  
Employer

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

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

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

December 21, 2018

Taylor Morrison of Florida, Inc.  
Attn: Andrew Miller  
551 N. Cattlemen Road, Suite 205  
Sarasota, FL 34232

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

Project Name: LT Ranch Neighborhood 1/Access Road/Roadway "A"  
App ID/Permit No: 771973 / 43042124.002  
County: Sarasota  
Sec/Twp/Rge: S15/T37S/R19E, S16/T37S/R19E, S22/T37S/R19E,  
S28/T37S/R19E, S21/T37S/R19E, S27/T37S/R19E

Dear Permittee(s):

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

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

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

Sincerely,

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

cc: Raymond Loraine  
Sean Crowell, P.E., Waldrop Engineering, P.A.





An Equal  
Opportunity  
Employer

## *Water Management District*

**Bartow Service Office**  
170 Century Boulevard  
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SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

December 21, 2018

Taylor Morrison of Florida, Inc.  
Attn: Andrew Miller  
551 N. Cattlemen Road, Suite 205  
Sarasota, FL 34232

Subject: **Notice of Agency Action - Approval**  
**ERP Individual Construction Major Modification**  
Project Name: LT Ranch Neighborhood 1/Access Road/Roadway "A"  
App ID/Permit No: 771973 / 43042124.002  
County: Sarasota  
Sec/Twp/Rge: S15/T37S/R19E, S16/T37S/R19E, S22/T37S/R19E,  
S28/T37S/R19E, S21/T37S/R19E, S27/T37S/R19E

Dear Permittee(s):

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

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

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

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



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

Sincerely,

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

Enclosures:   Approved Permit w/Conditions Attached  
                  As-Built Certification and Request for Conversion to Operation Phase  
                  Notice of Authorization to Commence Construction  
                  Notice of Rights  
cc:             Raymond Loraine  
                  Sean Crowell, P.E., Waldrop Engineering, P.A.



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION  
PERMIT NO. 43042124.002**

**EXPIRATION DATE:** December 21, 2023

**PERMIT ISSUE DATE:** December 21, 2018

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

**PROJECT NAME:** LT Ranch Neighborhood 1/Access Road/Roadway "A"

**GRANTED TO:** Taylor Morrison of Florida, Inc.  
Attn: Andrew Miller  
551 N. Cattlemen Road, Suite 205  
Sarasota, FL 34232

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorizes modifications to Environmental Resource Permit (ERP) No. 43042124.001 entitled LT Ranch Phase One issued on November 21, 2017. The modifications approved in this permit are as follows:

1. The first construction phase is identified separately from the remainder of the project. The first construction phase includes 242 detached single-family residential units, construction of 'Roadway A' and an access road, fifteen (15) wet detention treatment ponds, two (2) wet ponds for storage/conveyance, and a wetland 'greenway' system as shown on the construction plans. The wetland 'greenway' system consists of a series of wetlands, wetland creation/mitigation areas, and five (5) wet ponds.
2. The first construction phase will be transferred to operation phase under this ERP No. 43042124.002. Construction of the remainder of the project shall continue to be authorized under ERP No.43042124.001.

Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

**OP. & MAIN. ENTITY:** The Ranch Master Association, Inc.

**OTHER OP. & MAIN. ENTITY:** N/A

**COUNTY:** Sarasota

**SEC/TWP/RGE:** S15/T37S/R19E, S16/T37S/R19E, S22/T37S/R19E, S28/T37S/R19E,  
S21/T37S/R19E, S27/T37S/R19E



<b>TOTAL ACRES OWNED OR UNDER CONTROL:</b>	466.00
<b>PROJECT SIZE:</b>	466.00 Acres
<b>LAND USE:</b>	Residential
<b>DATE APPLICATION FILED:</b>	September 13, 2018
<b>AMENDED DATE:</b>	N/A



**I. Water Quantity/Quality**

<b>POND No.</b>	<b>Area Acres @ Top of Bank</b>	<b>Treatment Type</b>
A1	1.50	MAN-MADE WET DETENTION
A2	0.96	MAN-MADE WET DETENTION
B1	2.02	MAN-MADE WET DETENTION
BB1	0.53	MAN-MADE WET DETENTION
BB2	1.20	MAN-MADE WET DETENTION
CC1	0.99	MAN-MADE WET DETENTION
DD1	0.55	MAN-MADE WET DETENTION
E1	1.85	MAN-MADE WET DETENTION
E2	1.84	MAN-MADE WET DETENTION
EE1	0.37	MAN-MADE WET DETENTION
FF1	1.27	MAN-MADE WET DETENTION
H1	1.13	MAN-MADE WET DETENTION
H2	3.77	MAN-MADE WET DETENTION
H3	1.93	MAN-MADE WET DETENTION
X1	1.56	MAN-MADE WET DETENTION
R1/S1	3.41	NO TREATMENT SPECIFIED
T1	3.19	NO TREATMENT SPECIFIED
GW4	2.40	NO TREATMENT SPECIFIED
GW5	7.78	NO TREATMENT SPECIFIED
LTR-GW-2	1.51	NO TREATMENT SPECIFIED
LTR-GW-7	6.10	NO TREATMENT SPECIFIED
095027	1.87	NO TREATMENT SPECIFIED
	<b>Total: 47.73</b>	



#### Water Quality/Quantity Comments:

The project consists of the first construction phase of the LT Ranch development. The first construction phase includes 242 detached single family residential units, Roadway 'A' and an access road. Water quality treatment and attenuation for the first construction phase will be provided by fifteen (15) wet detention ponds. Ponds R1/S1 and T1 are proposed wet ponds that do not provide formal water quality treatment and provide attenuation/conveyance only.

The first construction phase also includes a proposed wetland 'greenway' system consisting of a series of wetlands and wetland creation areas (including Wetland Creation Areas LTR-GW-4, LTR-GW-5, LTR-GW-6, LTR-GW-8, LTR-GW-9, LTRGW-10, LTR-WL-47, LTR-WL-49 and including Wetland Mitigation Areas A and B) located adjacent to Cow Pen Slough to provide improved wildlife habitat as well as provide beneficial storage/conveyance for stormwater management. Ponds LTR-GW-2, GW4, GW5, LTR-GW-7 and 095027 are proposed wet ponds located adjacent to and integral with the wetland greenway system and provide beneficial water quality enhancement and storage/conveyance.

The project discharges to a waterbody (Cow Pen Slough/WBID 1924) that is verified as impaired for dissolved oxygen and nutrients; water quality certification is therefore waived as a condition of this permit. Net improvement has been demonstrated by pollutant loading computations which indicate a net reduction in nutrient load due to the proposed wet detention ponds and the proposed beneficial change in land use.

Elevations referenced on the construction plans and in the drainage modeling are based on the 1929 National Geodetic Vertical Datum (N.G.V.D); conversion to 1988 North American Geodetic Vertical Datum (NAVD) is less 1.08 feet.

A mixing zone is not required.

A variance is not required.

#### **II. 100-Year Floodplain**

<b>Encroachment (Acre-Feet of fill)</b>	<b>Compensation (Acre-Feet of excavation)</b>	<b>Compensation Type</b>	<b>Encroachment Result* (feet)</b>
19.23	0.00	Storage Modeling	N/A

#### Floodplain Comments:

The Cow Pen Slough Watershed Model was updated with site specific information and used to demonstrate no adverse flooding impacts. For Post-development conditions the proposed first construction phase stormwater management system was modeled including the fifteen (15) proposed treatment ponds, Ponds R1/S1 and T1, and the wetland greenway system (including Ponds LTR-GW-2, GW4, GW5, LTR-GW-7 and 095027).

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

#### **III. Environmental Considerations**

##### **Wetland/Other Surface Water Information**



Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland 15	0.94	0.00	0.00	0.00	0.94	0.00
Wetland 16	0.40	0.00	0.00	0.00	0.40	0.00
Wetland 29	0.93	0.00	0.01	0.01	0.92	0.00
Wetland 30	0.72	0.00	0.00	0.00	0.72	0.00
Wetland 30A	0.18	0.00	0.00	0.00	0.18	0.00
Wetland 31	0.91	0.00	0.00	0.00	0.91	0.00
Wetland 47	5.22	5.22	0.00	0.00	0.00	0.00
Wetland 49	1.46	1.46	0.00	0.00	0.00	0.00
Wetland 24	0.50	0.50	0.00	0.00	0.00	0.00
Wetland 34	0.77	0.77	0.00	0.00	0.00	0.00
Wetland 22	12.21	12.21	0.00	0.00	0.00	0.00
Wetland 21	2.61	2.61	0.00	0.00	0.00	0.00
Wetland 13	2.55	2.45	0.10	0.05	0.00	0.00
Wetland 08B	0.32	0.32	0.00	0.00	0.00	0.00
Wetland 08A	1.51	1.51	0.00	0.00	0.00	0.00
Wetland 8	85.33	85.26	0.07	0.01	0.00	0.00
Wetland 11	5.83	5.73	0.10	0.04	0.00	0.00
Wetland 10	0.97	0.00	0.97	0.49	0.00	0.00
Wetland 12	1.38	1.17	0.21	0.11	0.00	0.00
Wetland 1	0.46	0.02	0.44	0.18	0.00	0.00
Wetland 9	8.38	8.15	0.23	0.01	0.00	0.00
OSW 21	0.28	0.00	0.28	0.00	0.00	0.00
OSW 22	11.35	11.35	0.00	0.00	0.00	0.00
OSW 18	0.04	0.00	0.04	0.00	0.00	0.00
OSW 19	0.16	0.00	0.16	0.00	0.00	0.00
OSW 23	0.09	0.00	0.09	0.00	0.00	0.00
OSW 28	0.70	0.00	0.70	0.00	0.00	0.00
OSW 33	0.10	0.00	0.10	0.00	0.00	0.00
OSW 24	0.40	0.00	0.40	0.00	0.00	0.00
OSW 13	0.01	0.01	0.00	0.00	0.00	0.00
OSW 14	0.07	0.00	0.07	0.00	0.00	0.00
OSW 15	0.12	0.12	0.00	0.00	0.00	0.00
OSW 12	0.28	0.00	0.28	0.00	0.00	0.00
OSW 10	0.12	0.00	0.12	0.00	0.00	0.00
OSW 11	0.14	0.00	0.14	0.00	0.00	0.00
OSW 9	0.40	0.00	0.14	0.05	0.26	0.00
OSW 7	0.70	0.00	0.70	0.26	0.00	0.00
OSW 8	0.09	0.00	0.09	0.00	0.00	0.00
OSW 1	0.46	0.00	0.46	0.00	0.00	0.00
<b>Total:</b>	<b>149.09</b>	<b>138.86</b>	<b>5.90</b>	<b>1.21</b>	<b>4.33</b>	<b>0.00</b>

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



**Wetland/Other Surface Water Comments:**

The project area for this permit contains 48.25 acres of freshwater marsh (FLUCCS 641), 85.33 acres of mixed wetland hardwoods (FLUCCS 617), and 15.51 acres of other surface water ditches (FLUCCS 510). There will be 1.83 acres of permanent filling impacts, 4.07 acres of temporary dredging and filling impacts, and 0.23 acre of secondary impacts to freshwater marsh, 0.01 acre of shading impacts and 0.06 acre of secondary impacts to mixed wetland hardwoods, and 3.77 acres of permanent filling impacts and 0.26 acre of temporary dredging and filling impacts to other surface water ditches associated with the construction activities authorized in this permit.

**Mitigation Information**

Name	Creation		Enhancement		Preservation		Restoration		Enhancement + Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Wetland 9	0.00	0.00	4.93	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 15	0.00	0.00	0.94	0.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Creation Area A/GW-1	1.83	0.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 31	0.00	0.00	0.91	0.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 16	0.00	0.00	0.40	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 22	0.00	0.00	12.21	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 24	0.00	0.00	0.50	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Creation Area B/GW-3	4.31	1.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OSW 9	0.00	0.00	0.00	0.00	0.00	0.00	0.26	0.06	0.00	0.00	0.00	0.00
Wetland 8A	0.00	0.00	1.51	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 8B	0.00	0.00	0.32	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 11	0.00	0.00	5.73	0.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 12	0.00	0.00	1.17	0.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 13	0.00	0.00	2.45	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 21	0.00	0.00	2.61	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 29	0.00	0.00	0.92	0.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 30	0.00	0.00	0.72	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 30A	0.00	0.00	0.18	0.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 34	0.00	0.00	0.77	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wetland 8E	0.00	0.00	5.10	0.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>6.14</b>	<b>2.63</b>	<b>41.37</b>	<b>3.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.26</b>	<b>0.06</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



Mitigation Comments:

Wetland mitigation for the 0.01 acre of permanent shading impacts and 0.06 acre of secondary impacts to mixed wetland hardwoods, 1.83 acres of permanent filling impacts and 0.23 acre of secondary impacts to freshwater marsh, and 1.12 acre of permanent dredging and filling impacts to other surface water ditches will be provided by the onsite enhancement and creation of freshwater marsh wetlands, restoration of streams and waterways, and enhancement of mixed wetland hardwoods. The result of the Uniform Mitigation Assessment Method (UMAM) analysis indicates a functional gain of 5.50 freshwater herbaceous units and 0.37 freshwater forested units which offsets the 1.20 freshwater herbaceous units and 0.01 freshwater forested units of functional loss proposed to wetland habitat. The UMAM analysis resulted in an excess of 4.30 freshwater herbaceous functional gain units and 0.36 freshwater forested functional gain units which may be reserved for future withdrawal by Taylor Morrison of Florida, Inc. within the Southern Coastal Drainage Basin.

Wetland mitigation is not required for the 3.77 acres of permanent filling impacts to upland dug ditches pursuant to Subsection 10.2.2.2 of the Environmental Resource Applicant's Handbook Volume 1. Under this Subsection, wetland mitigation is not required for impacts to upland dug ditches that do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow

Wetland mitigation is not required for the 4.07 acres of temporary dredging and filling impacts to freshwater marsh or the 0.26 acre of temporary dredging and filling impacts to other surface water ditches pursuant to Subsection 10.2.2 of the (A.H.V.I) Under this Subsection, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife, and listed species.



### Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION ENHANCEMENT AREA, WETLAND 8E (5.10 ACRES)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a. The mitigation area can reasonably be expected to develop into a mixed wetland hardwood system (FLUCCS 617) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."

c. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

**Zone:** Throughout Mitigation Area 8E

**Percent Cover:** 80%

**Species:** sawgrass (*Cladium jamaicense*) and sand cordgrass (*Spartina bakeri*)

d. Planted or recruited tree species that are greater than or equal to 12 feet in height and established for more than 5 years shall meet the criteria specified:

**Zone:** Throughout Mitigation Area 8E

**Density (#/Acre):** 10' x 10' spacing

**Species:** pop ash (*Fraxinus caroliniana*), black gum (*Nyssa sylvatica*), and red maple (*acer rubrum*)

e. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

f. Coverage by nuisance or exotic species does not exceed 5 percent at any area within the mitigation site and 5 percent for the entire mitigation site.

g. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.



**WETLAND MITIGATION SUCCESS CRITERIA MITIGATION ENHANCEMENT AREA, WETLANDS 15, 16, 29, 30, 30A, and 31 (4.07 ACRES)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- a. The mitigation areas can reasonably be expected to develop into freshwater marshes (FLUCCS 641) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).
- b. Topography, water depth and water level fluctuation in the mitigation areas are characteristic of the wetlands/surface water type specified in criterion "a."
- c. Planted or recruited herbaceous or shrub species. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."
- d. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."
- e. Coverage by nuisance or exotic species does not exceed 5 percent at any area within the mitigation site and 5 percent for the entire mitigation site.
- f. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

**WETLAND MITIGATION SUCCESS CRITERIA MITIGATION CREATION AREAS A/GW-1 and B/GW-3 (6.14 ACRES)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- a. The mitigation areas can reasonably be expected to develop into freshwater marshes (FLUCCS 641) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).
- b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."
- c. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

**Zone:** Upland Buffer

**Percent Cover:** 80%

**Species:** sand cordgrass (*Spartina bakeri*) and fakahatchee grass (*Tripsacum dactyloides*)

**Zone:** 1

**Percent Cover:** 80%



**Species:** sawgrass (*Cladium jamaicense*), sand cordgrass (*Spartina bakeri*), golden canna (*Canna flaccida*), iris (*Iris* sp.), and maidencane (*Panicum hemitomon*)

**Zone:** 2

**Percent Cover:** 80%

**Species:** knotted spikerush (*Eleocharis interstincta*), denseflower knotweed (*Polygonum glabrum*), pickerelweed (*Pontederia cordata*), and maidencane (*Panicum hemitomon*)

**Zone:** 3

**Percent Cover:** 80%

**Species:** alligator flag (*Thalia geniculata*) and water lily (*Nymphaea odorata*)

d. Planted or recruited tree species that are greater than or equal to 12 feet in height and established for more than 5 years shall meet the criteria specified:

**Zone:** Upland Buffer

**Density (#/Acre):** 10' by 10' spacing

**Species:** live oak (*Quercus virginiana*) and laurel oak (*Quercus laurifolia*)

e. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

f. Coverage by nuisance or exotic species does not exceed 5 percent at any area within the mitigation site and 5 percent for the entire mitigation site.

g. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

#### **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION ENHANCEMENT AREA WETLANDS 08B, 09, 11, 12, 13, 21, 22 and OSW-09 (29.68 ACRES)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a. The mitigation areas can reasonably be expected to develop into freshwater marshes (FLUCCS 641) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."

c. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

**Zone:** 1 (Outer Zone)

**Percent Cover:** 80%

**Species:** sawgrass (*Cladium jamaicense*), sand cordgrass (*Spartina bakeri*), golden canna (*Canna flaccida*), iris (*Iris* sp.), and maidencane (*Panicum hemitomon*)

**Zone:** 2 (Core Zone)



**Percent Cover:** 80%

**Species:** Spikerush (*Eleocharis interstincta*), maidencane (*Panicum hemitomon*), knotweed (*Polygonum glabrum*), and pickerelweed (*Pontederia cordata*)

d. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

e. Coverage by nuisance or exotic species does not exceed 5 percent at any area within the mitigation site and 5 percent for the entire mitigation site.

f. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

4. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
5. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.
6. The permittee, prior to beneficial use of the site must submit an as-built survey of the wetland mitigation areas certified by a registered surveyor or professional engineer showing dimensions, grades, ground elevations, water surface elevations, and species composition, numbers and densities. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance according to the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Monitoring Data shall be collected semi-annually.

7. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:
  - a. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;
  - b. submitting documentation, including the date, that all maintenance activities in the wetland mitigation areas have been suspended including, but not limited to, irrigation and addition or removal of vegetation; and
  - c. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

8. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee



shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the system. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

9. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
10. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetlands, wetland mitigation areas, wetland buffers, buffer compensation areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
11. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - a. wetland and surface water areas
  - b. wetland buffers
  - c. limits of approved wetland and surface water impacts
  - d. construction access for mitigation activities within OSW 9, Wetland 8A, Wetland 8B, Wetland 8E, Wetland 9, Wetland 11, Wetland 12, Wetland 13, Wetland 15, Wetland 16, Creation Area A (GW-1), Wetland 21, Wetland 22, Wetland 24, Wetland 29, Wetland 30, Wetland 30A, Wetland 31, Creation Area B (GW-3), Wetland 34, Wetland 47, Wetland 49, GW-2, GW-4, GW-5, GW-6, GW-8, GW-9, and GW-10.

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

12. The following language shall be included as part of the deed restrictions for each lot:

"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, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."
13. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
14. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
  - a. homeowners, property owners, master association or condominium association articles of incorporation, and
  - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
15. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."



16. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
17. This Permit Modification No. 43042124.002 is for a phase of previously issued Permit No. 43042124.001 and affects only the project area identified in this modification application submittal.
18. All lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the District Service Office that services this permit), as part of the deed restrictions:

"The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD."
19. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
20. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
21. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
22. The Permittee shall execute the final draft financial responsibility instrument approved by the District prior to initiating activities authorized by this permit. The final draft financial responsibility instrument shall be consistent with the draft instrument submitted with approved permit no. 43042124.001.
23. The Permittee shall submit the original executed financial responsibility instrument to the District's Environmental Compliance Manager, at the Tampa Service Office.
24. The Permittee shall provide the financial responsibility required by Rule 62-330.301(5), Florida Administrative Code until the District determines that the specific success criteria contained in this permit have been met; or the District approves a request to transfer the permit to a new owner and receives an acceptable substitute financial responsibility mechanism from the new owner.
25. The Permittee may request, in writing, a release from the obligation to maintain certain amounts of the financial assurance required by this permit as phases of the mitigation plan are successfully completed. The request shall include documentation that the mitigation phase or phases have been completed and payment for their completion has been made. Following the District's verification that the phase or phases have been completed in accordance with the mitigation plan, the District will authorize release from the applicable portion of the financial assurance obligation.
26. The District will notify the Permittee within 30 days of its determination that the specific success criteria contained in this permit have been met. Concurrent with this notification, the District will authorize, in writing, the appropriate entity to cancel or terminate the financial responsibility instrument.
27. The Permittee's failure to comply with the terms and conditions of this permit pertaining to the successful completion of all mitigation activities in accordance with the mitigation plan shall be deemed a violation of Chapter 62-330, Florida Administrative Code. In addition to other remedies that the District may have, the District may draw upon the financial responsibility instrument for any funds necessary to remedy a violation, upon such notice to the Permittee as may be specified in the financial responsibility instrument or if none, upon reasonable notice.
28. The Permittee shall notify the District by certified mail within 10 days of the commencement of a voluntary or involuntary proceeding :
  - a. To dissolve the Permittee;
  - b. To place the Permittee into receivership;
  - c. For entry of an order for relief against the Permittee under Title XI (Bankruptcy), U.S. Code.



- d. To assign of the Permittee's assets for the benefit of its creditors under Chapter 727, Florida Statutes.
29. In the event of bankruptcy or insolvency of the issuing institution; or the suspension or revocation of the authority of the issuing institution to issue letters of credit or performance bonds, the Permittee shall be deemed without the required financial assurance and shall have 60 days to reestablish the financial assurance required by Rule 62-330.301(j), Florida Administrative Code.
30. The Permitted Plan Set for this project includes Sheet 64 received by the District on November 20, 2018 and the three (3) sets received by the District on November 14, 2018 entitled "Concurrent Subdivision Construction Plans for LT Ranch Neighborhood One", "LT-Ranch Neighborhood One Plan Development Submittal Roadway A Offsite Roadway Improvements", and "Road Construction Subdivision Plans for LT Ranch Access Road".
31. If prehistoric or historic artifacts such as pottery or ceramics, stone or shell tools or metal implements, or any other physical remains that could be associated with Native American cultures or early colonial or American settlement are encountered at any time within the project area, the permittee shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333, as well as the District. Project activities in the immediate vicinity shall not resume without authorization from the District after coordination with the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work that may disturb the unmarked human remains shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
32. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. The inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

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

33. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
34. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
35. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
36. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
- a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
37. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.



38. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
39. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
40. A "Recorded notice of Environmental Resource Permit" Form No. 62-330.090(1) shall be recorded (by the District) in the public records of the County(s) where the project is located.
41. Please be advised that the liability to not adversely impact or cause "take" of listed species and other regulated species of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).
42. Bald eagle nests (LT Ranch North and SA042) have been documented on the site. The Applicant's consultant has committed to follow the U.S. Fish and Wildlife Service (USFWS) Eagle Management Guidelines (<https://www.fws.gov/southeast/our-services/eagle-technical-assistance/>) unless an eagle permit is issued. Please note that FWC staff is no longer involved in permitting for bald eagles. All pertinent information for eagle permits is available online (<https://www.fws.gov/southeast/our-services/permits/eagles/#national-rules-and-regulations/>) or by contacting the regional USFWS Migratory Bird Office directly at (404) 679-7070 or [permitsR4MB@fws.gov](mailto:permitsR4MB@fws.gov).
43. This permit authorizes mitigation enhancement activities within Wetlands 47 and 49 and the construction of mitigation areas GW-2, GW-4, GW-5, GW-6, GW-8, GW-9, and GW-10 as shown on the permitted plans. This permit does not require these wetland mitigation enhancement and creation activities and the establishment of these mitigation areas does not offset any of the Functional Loss generated by the wetland impacts associated with this permit. The maximum amount of freshwater herbaceous Functional Gain units available to be provided by the above-mentioned mitigation areas is described in the below condition. The Functional Gain provided by these mitigation areas shall only be utilized for future use by Taylor Morrison of Florida, Inc. within the Southern Coastal Drainage Basin.
44. The maximum amount of freshwater herbaceous Functional Gain units available to be provided by the mitigation areas described in the above condition is as follows: Wetland 47: 1.22 units, Wetland 49: 0.39 units, GW-2: 0.27 units, GW-4: 0.86 units, GW-5: 1.81 units, GW-6: 2.67 units, GW-8: 1.93 units, GW-9: 3.15 units, GW-10: 2.69 units. These Functional Gain units may only be obtained via permit modifications when the above-mentioned mitigation areas meet the Location and Landscape Support, Water Environment, and Community Structure scores outlined in their specific UMAM Part II forms. At any time, the above-described mitigation areas that are functioning at a lower scored condition are eligible for a UMAM functional assessment field review and Functional Gain units can be assessed and released in their "current condition".
45. The approved wetland buffer plantings, as shown on sheet 64 of the construction plans, are required in order to provide the District with reasonable assurance that the project will not have adverse secondary impacts to the project area wetlands. The buffer plantings shall meet a success criteria of 80 percent annual survival and be maintained for life of the facility.

#### **GENERAL CONDITIONS**

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



**Michelle K. Hopkins, P.E.**

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Authorized Signature



## EXHIBIT A

### GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
  - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
  - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
  - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
  - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505> ), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
  - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
  - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
    3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
  - g. If the final operation and maintenance entity is a third party:



1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving



subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

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



SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

LT Ranch Neighborhood 1/Access Road/Roadway "A"

PROJECT NAME

Residential

PROJECT TYPE

Sarasota

COUNTY

S15/T37S/R19E...

See Permit for additional STR listings

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

Taylor Morrison of Florida, Inc.

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 771973 / 43042124.002

DATE ISSUED: December 21, 2018



Michelle K. Hopkins, P.E.

Issuing Authority

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



## Notice of Rights

### **ADMINISTRATIVE HEARING**

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



## **JUDICIAL REVIEW**

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



**EXHIBIT “F”**

**LOTS COMPRISING THE  
“CASSIA AT SKYE RANCH NEIGHBORHOOD”**

LOTS 1001 THROUGH 1214, AS SHOWN ON THAT CERTAIN PLAT OF LT RANCH NEIGHBORHOOD ONE, RECORDED IN PLAT BOOK 53, PAGES 175 THROUGH 224, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;



**EXHIBIT “G”**

**LOTS COMPRISING THE  
“ESPLANADE AT SKYE RANCH NEIGHBORHOOD”**

LOTS 2069 THROUGH 2176, AS SHOWN ON THAT CERTAIN PLAT OF SKYE RANCH NEIGHBORHOOD FOUR NORTH, RECORDED IN PLAT BOOK 54, PAGES 218 THROUGH 246, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.



**EXHIBIT “H”**  
**TRAIL SYSTEM**



