

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Andrew J. Orosz, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
(407) 843-4600

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR CYPRESS OAKS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS OAKS (the "Declaration") is made as of the _____ day of _____, 2015, by **HANOVER CYPRESS OAKS, LLC**, a Florida limited liability company ("Declarant") whose address is 2420 S. Lakemont Avenue, Orlando, Florida 32814.

WITNESSETH:

WHEREAS, Declarant (as hereinafter defined) is the owner of all of the land in Lake County, Florida, described in Section 2.1 of this Declaration; and

WHEREAS, Declarant desires to subject said land to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future Owner of any and all parts thereof.

NOW, THEREFORE, Declarant, for itself, its successors and assigns, hereby declares and imposes the covenants, conditions, restrictions and easements hereafter described on the lands owned by Declarant described above, which covenants, conditions, restrictions and easements shall run with the title to said lands and shall be binding upon all parties having any rights, title or interest in said lands or any part thereof, their heirs, personal representatives and assigns, and shall inure to the benefit of each Owner thereof, and their respective mortgagees:

ARTICLE I.
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Articles of Incorporation" means and refers to the Articles of Incorporation of Cypress Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, a copy of which are attached hereto as **Exhibit B** and are incorporated herein by reference.

1.2 "Assessment" means and refers to the assessments described in Article IV herein.

1.3 "Association" means and refers to Cypress Oaks Homeowners Association, Inc., a Florida not-for-profit corporation.

1.4 “**Board of Directors**” means and refers to the board of directors of the Association.

1.5 “**By-Laws**” means and refers to the By-Laws of Cypress Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, a copy of which are attached hereto as **Exhibit C** and are incorporated herein by reference.

1.6 “**Common Area**” means and refers to all real property (including the improvements thereto) and all personal property owned by the Association and tracts of land, if any, conveyed to the Association, and/or shown or drawn on a Plat as owned or to be owned by the Association for the common use, enjoyment and benefit of the Owners and all property designated as common areas in any future recorded supplemental declaration (but not including any tract dedicated on a Plat to the public or to a public utility provider); together with the landscaping and any improvements thereon, including, without limitation, all structures, open space, conservation areas, retention areas, walkways, entrance markers and features, signs and street lights, if any, but excluding any public utility installations thereon.

1.7 “**Declaration**” means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Oaks as recorded in the Public Records of Lake County, Florida, as the same may be amended from time-to-time.

1.8 “**Declarant**” means and refers to Hanover Cypress Oaks, LLC, a Florida limited liability company, and its successors and assigns by virtue of such written instruments assigning the rights and obligations of Declarant hereunder which are recorded in the Public Records of Lake County, Florida. Upon recordation of any such assignment, the initial Declarant shall be released and absolved from any further obligations on the part of Declarant as may thereafter arise by or through this Declaration. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be Declarant by the mere act of purchase or mortgage of a Lot.

1.9 “**Drainage Easements**” means and refers to the drainage easements declared and reserved on the Plat.

1.10 “**Entitled to Vote**” means and refers to that Lot Owner who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled to Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot, and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein to the contrary, all Lot Owners whether Entitled to Vote or not are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot.

1.11 “**Institutional Lender**” or “**Institutional Mortgagee**” means and refers to a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust or any other generally recognized institutional-type lender or its loan correspondent, the Federal Home Loan Mortgage Corporation (“FHLMC”), the Federal National Mortgage Association (“FNMA”), and to any successor or assignee thereof.

1.12 “**Lot**” means and refers to any Lot on the Plat of all or any portion of the Property, or any additional property hereafter made subject to this Declaration, and any other property hereafter declared as a Lot by Declarant and thereby made subject to this Declaration.

1.13 “**Member**” means and refers to all those Owners who are Members of the Association as provided in Article III hereof.

1.14 “**Owner**” means and refers to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property. Each Owner shall be a member of the Association.

1.15 “**Plat**” means and refers to the plat of Cypress Oaks, as recorded in the Public Records of Lake County, Florida, and any other Plat of land hereafter made subject to the terms and conditions of this Declaration in accordance with the terms of this Declaration.

1.16 “**Property**” means and refers to the property as described in Section 2.1 of this Declaration, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

1.17 “**Residence**” means and refers to a single family home located on a Lot intended for use and occupancy as a residential dwelling for which a certificate of occupancy has been duly issued.

1.18 “**Rules and Regulations**” means and refers to the rules and regulations promulgated by the Association’s board of directors from time-to-time.

1.19 “**Surface or Stormwater Management System**” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO

2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lake County, Florida, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference. For so long as the Declarant owns at least one (1) Lot, the Declarant may add the additional property described on Exhibit A-1 (the “Additional Property”) or any other property that is adjacent or contiguous to the Property, to the purview of this Declaration without the consent or joinder of any other party by the execution and recordation of a supplement to this Declaration identifying such additional property, whereupon, upon the recordation of a plat regarding such additional property, the same shall be subject to all terms, conditions, and provisions hereof. Declarant may similarly remove any portion of the Property owned by the Declarant from the purview of this Declaration by the recordation of an instrument evidencing the same, whereupon this Declaration shall be of no further force or effect with respect to such withdrawn property.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association

shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record title holder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed to the Association Secretary for placement in the records of the Association. To the extent that said deed shall pass title to a new Lot Owner from an existing Lot Owner, membership in the Association shall be transferred from the existing Lot Owner to the new Lot Owner. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be a Member of the Association unless said party obtains or receives fee simple title to such Lot.

3.2 Voting Rights. The Association shall have two (2) classes of voting membership:

A. Class A. Class A Membership shall be all Owners of Lots except the Declarant as long as the Class B membership shall exist, and thereafter, the Declarant shall be a Class A Member. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

B. Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to nine (9) votes for each Lot owned by the Class B Member. All voting rights of Class B Membership shall be freely transferable, subject to this Declaration, to third parties. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) the date that is thirty (30) years from the date hereof; (ii) within three (3) months following such time as ninety percent (90%) of the maximum number of Residences allowed for the Property have been conveyed to Class A Members, or (iii) sooner at the election of Declarant, whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association. Upon termination of the Class B membership as provided for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

3.3 General Matters. When reference is made herein, or in the Articles of Incorporation, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members Entitled To Vote and not of the Members themselves.

ARTICLE IV. ASSOCIATION COVENANT FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligations for the Assessments. Except as provided elsewhere herein, Declarant, and each party joining in this Declaration, for all Lots within the Property, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual Assessments or charges for the maintenance, management, operation and insurance of the properties that may be used for the benefit of the Members and/or the Property as provided elsewhere herein, for capital improvement Assessments, as provided elsewhere herein, for the Association to perform its obligations arising hereunder or otherwise, to pay for the cost of operating and maintaining all recreation facilities and all other improvements for which the Association is responsible for maintaining, repairing and/or replacing, including but not limited to all Common Areas, all easements, culverts, retention ponds, landscaping, irrigation, the surface and storm water management system, and maintaining all amenities provided for the use and comfort of the Members of the Association, together with all utility charges and

other taxes on Association-owned property, and for all other charges and Assessments hereinafter referred to, all such Assessments to be fixed, established and collected from time-to-time as herein provided. In addition, individual assessments may be levied against particular Owners and Lots for expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as may be contemplated in this Declaration. Such annual, special and other Assessments, together with interest thereon, attorneys' fees and other costs of collection thereof, and any applicable late fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due. Except as provided herein with respect to the Declarant and with respect to individual Assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all Assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

4.2 Purpose of Assessments. The regular Assessments levied by the Association shall be used exclusively for maintenance, repair, renovation, and construction of such properties as may be used for the benefit of the Property, as provided or suggested herein, for capital improvements, for reserves, to pay for the cost of insurance from time-to-time obtained by the Association, to pay for the cost of operating and maintaining all recreation facilities and all other improvements for which the Association is responsible for maintaining, repairing and/or replacing, including but not limited to all Common Areas, all easements, culverts, retention ponds, landscaping, irrigation, and maintaining all amenities provided for the use and comfort of the Members of the Association, for the cost of any and all insurance with the Association is required or otherwise elects to obtain, together with all utility charges and other taxes on Association-owned property, to pay for the cost of the Association's performance of all obligations imposed upon the Association by this Declaration, the Association's Articles of Incorporation, the Association's By-laws or otherwise, to pay for operating and administrative costs of the Association and to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

4.3 Reserves for Replacement. The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements for which the Association is responsible for maintaining, repairing and/or replacing. The reserve fund shall be maintained from annual Assessments. A minimum of five percent of the annual assessments must be set aside to replace landscaping in the common areas, including landscape buffer, street trees, and parks/recreation areas. Notwithstanding the foregoing, if the Declarant elects to pay the amount of any deficits incurred by the Association for expenses in excess of the amounts collected as Assessments, in lieu of paying Assessments, in accordance with the provisions of Section 4.14 of this Declaration, then Declarant shall not be required to contribute to a reserve fund during the period that Declarant is paying such deficits in lieu of paying such Assessments.

4.4 Initiation Fee. Upon the initial closing of the sale or the occupation of a Residence, and upon each subsequent re-sale of such residence, the buyer of such Residence shall pay to the Association an initiation fee in an amount equal to FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) for such Lot, which amount shall be maintained in the general fund of the Association the use and benefit of the Association. Said amount shall not be considered as advance payment of Assessments payable hereunder.

4.5 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual Assessment shall be paid in equal quarterly installments of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00), with each of such quarterly

payments being due and payable on the first day of the first month of each calendar quarter, for a cumulative initial annual Assessment of SIX HUNDRED AND NO/100 DOLLARS (\$600.00). The foregoing annual Assessment are in addition to any and all assessments and other financial obligations which an Owner may have to the Master Association.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year, upon approval by a majority of the Association's board of directors without a vote of the Members, by an amount not greater than fifteen percent (15%) above the maximum annual Assessment for the previous year.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased by an amount greater than fifteen percent (15%) above the maximum assessment for the previous year, as hereinabove provided, upon approval of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose.

C. The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum.

4.6 Assessment Rights for Owner's Failure to Perform Exterior Maintenance. Other than to the extent specifically allocated to the Association in this Declaration, the Owner of each Lot shall maintain the exterior of such Owner's Residence and Lot at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner thirty (30) days' written notice sent to such Owner's last known address, or to the address of the subject premises, perform such reasonable maintenance and make such repairs as may be required to restore the neat and attractive appearance of the Lot and the exterior of the Residence located thereon. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an individual Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

4.7 Special Assessments. Funds which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to any properties used for the benefit of the Members and/or the Property, or which are otherwise necessary for any other purpose for the Association to satisfy its obligations arising under this Declaration or otherwise, and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special Assessments only upon approval by a majority of the Association's board of directors voting in person or by proxy at a meeting duly called for such purpose. Notwithstanding the foregoing, if Declarant elects to pay the amount of any deficits incurred by the Association for expenses in excess of the amounts collected as Assessments, as provided in Section .14 of this Declaration, then Declarant shall not be required to pay any special Assessments for so long as Declarant pays such deficits.

4.8 Notice and Quorum for Any Action Authorized Under Section 4.5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.9 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance by initially in equal quarterly payments and thereafter in equal monthly, quarterly or semi-annual installments in the discretion of the Board of Directors of the Association. The due date of any special Assessment shall be fixed in the Board resolution authorizing such assessment.

4.10 Certain Duties of the Board of Directors. Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid. The Association may charge a reasonable fee for such certificate. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time-to-time with one or more persons, firms or corporations (including affiliates of Declarant) for management services or for other services beneficial to the Association or the proper operation and maintenance of the Property. The Association shall have all powers provided or implied elsewhere herein, in its Articles of Incorporation and its By-Laws.

4.11 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any Assessment (or installment thereof), whether annual, general, individual or special, is not paid on the date(s) when due, then such Assessment (or installment thereof) shall become delinquent and, at the option of the Association, all Assessments attributable to the Lot for the existing fiscal year shall be accelerated and shall become immediately due and payable and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property. Each Assessment against a Lot shall also be the personal obligation of the Owner at the time the Assessment fell due.

If any installment of an Assessment is not paid within fifteen (15) days after the due date (or if no due date is established herein, then within fifteen (15) days after the date established by the Association for payment of any such Assessment or installment thereof), at the option of the Association, a late charge not greater than FIFTY AND NO/100 DOLLARS (\$50.00) per installment may be imposed and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the Lot on which the assessments and late charges are unpaid and may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. The Association shall also have the right to recover its attorneys' fees (including paralegal fees) and costs, including without limitation costs and expenses for consultation with an attorney because any such sums have not been paid, and costs and expenses charged by such attorney for services related in any way to the failure by an Owner to pay such sums (such as without limitation fees for telephone calls, preparation of correspondence, attendance at meetings, etc.), whether or not suit is filed. Further, in addition to the foregoing, in the event suit is filed, the Association shall have the right to recover all attorneys' fees, paralegals' fees and costs incurred before trial, at trial and upon all appellate levels.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to Institutional Lenders and purchasers contemplated by Section 4.12 of this Article.

It shall be the legal right of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

4.12 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgage to any Institutional Lender and which is now or hereafter placed upon any property subject to Assessment; provided, however, that any such mortgagee when in possession of any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.13 Collection of Assessments. The Association shall collect the Assessments of the Association.

4.14 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, so long as a Class B Membership in the Association exists, Declarant shall be not liable for any Assessments for the Lots owned by Declarant (whether annual, special, individual or general). In lieu thereof, Declarant shall pay the amount of any deficits incurred by the Association for expenses incurred in excess of the amounts collected as annual Assessments from other Lot Owners. For purposes hereof, the existence, or nonexistence of a deficit for the Association shall be determined on cash basis accounting instead of accrual basis. At such time as Class B Membership in the Association ceases, then Declarant shall pay annual assessments but shall not be obligated to pay any other Assessment charged to the Owners of the Lots. When Declarant has sold and conveyed all of its Lots in the Property, Declarant shall not have further liability of any kind to the Association for the payment of any Assessments or for funding any deficits of the Association.

ARTICLE V. MAINTENANCE AND REPAIR RESPONSIBILITIES

5.1 Exterior Maintenance. Each Owner shall be responsible for maintaining such Owner's Lot, the exterior of the Residence located thereon and the exterior of all other improvements located thereon in a neat and attractive manner and as provided elsewhere herein. The Owners' maintenance obligations shall include, but shall not be limited to, maintaining, repairing and replacing all sidewalks located on such Owner's Lot and replacing all broken glass. To the extent that any Owner, or any of such Owner's agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Association is obligated to maintain, repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which

individual assessment shall be subject to the same collection, lien and lien enforcement rights in favor of the Association as exist for annual Assessments.

5.2 Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner's Residence in a neat and sanitary manner. The Association shall not be in any way responsible for any such interior maintenance nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration. Notwithstanding anything in this Declaration to the contrary, each Owner shall be responsible for the condition of and the maintenance of such Owner's Lot, Residence and any and all other improvements from time-to-time located on such Owner's Lot other than to the extent any of such maintenance obligations are specifically permitted to the Association in this Declaration.

5.3 Maintenance of Tracts and Easements.

A. Tracts A and C (Stormwater Management Areas) shall be owned and maintained by the Association.

B. Tracts B, D, E, and F (Open Space) shall be owned and maintained by the Association.

C. Tracts H and I (Future Development) shall be owned and maintained by the Declarant and reserved for future development by the Declarant.

D. Tract G (Conservation Area) shall be owned and maintained by the Association and be subject to a conservation easement in favor of the SJRWMD recorded concurrently with this Declaration.

ARTICLE VI.
PROPERTY RIGHTS IN COMMON AREAS; OTHER EASEMENTS

6.1 Members Easements. Each Member, and each tenant, and every agent and invitee of such Member or tenant, shall have a nonexclusive permanent and perpetual easement over and upon the Common Area for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

A. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Area and facilities in compliance with the provisions of this Declaration and the governing documents of the Association;

B. The right of the Association to suspend the Member's and/or Owner's voting rights for any period during which any Assessment against his Lot remains unpaid, and for any infraction of the Association's rules and regulations; and

C. The right of the Association to adopt at any time and from time-to-time and enforce Rules and Regulations governing the use of the Common Area and all facilities at any time situated thereon. Any Rule and/or Regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

6.2 Utility Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Area within the Property for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property. In addition, easements over, upon, under, through and across the Common Area within the Property are reserved to the Association and the Declarant, and may be declared or granted from time-to-time by the Declarant during any period that the Declarant shall own at least one (1) Lot, for such further utility, egress, ingress, or drainage easements over and across the Property as may be required from time-to-time to serve any other or additional lands during the course of development of same, whether such additional lands become subject to the jurisdiction of the Association and part of the Property or not. Regarding any easement declared by the Declarant, the joinder of the Association or any Lot Owner or Lot Owner's mortgagee shall not be required.

6.3 Drainage Easements. Drainage easements have been declared and reserved on the Plat. Alteration, obstruction or removal of any drainage swales or drainage control facilities or structures other than by or on behalf of the Declarant and/or the Association is expressly prohibited. The Association may repair, replace and maintain such drainage swales, facilities and structures as it deems necessary and/or desirable. Each Owner hereby grants an easement and license to the Declarant, the Association and the St. Johns River Water Management District ("SJRWMD"), over, upon and across such Owner's Lot in order to facilitate and accomplish the foregoing. Further, no Owner shall place, erect or construct any improvements or otherwise permit anything to occur within any Drainage Easement area which would in any way effect said Drainage Easement or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by Declarant or the ARB (as hereinafter defined).

In addition to and notwithstanding the foregoing, the Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

6.4 Conservation Easements. Declarant reserves the right to grant conservation easements and development rights to qualified grantees, including without limitation, Lake County Florida and/or the SJRWMD, over, upon and across the Common Area within the Property. There shall be no construction, clearing or grading in any area which is encumbered by a conservation easement, including, without limitation, (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, (b) dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials, (c) removal or destruction of trees, shrubs, or other vegetation, (d) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, (e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition, (f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, (g) acts or uses detrimental to such retention of land or water areas, or (h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance, in each instance without first obtaining all requisite approval from applicable governmental entities.

6.5 Easements for Construction, Maintenance and performance of Obligations. Each Owner hereby grants to the Association, the Declarant, each Owner of the Lots immediately abutting the granting Owner's Lot, and all of their respective successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Residence to the extent reasonably necessary for the purpose of constructing, maintaining, repairing and replacing any improvements from time-to-time located on or to be constructed on any Lot abutting such Owner's Lot. In addition, each Owner hereby grants to the Association and the Association's successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Residence to the extent reasonably necessary for the purpose of allowing the Association to perform any and all of the Association's rights and/or obligations arising under this Declaration or elsewhere.

6.6 Declarant Offices. Notwithstanding anything in this Declaration to the contrary, the Declarant shall have the specific right to maintain (or have its designees maintain) upon any portion of the Property sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its successors, assigns, employees and contractors, for this purpose.

6.7 Additional Easements. Each Lot shall be subject to all easements as shown on the Plat, and all other easements, encumbrances, and restrictions impacting the Lots as may be recorded in the Public Records of Lake County, Florida, from time to time.

ARTICLE VII. CERTAIN RULES AND REGULATIONS

7.1 Rules and Regulations. The Property shall be subject to the following Rules and Regulations as well as such other Rules and Regulations promulgated by the Associations' Board of Directors from time-to-time:

A. Land Use and Building Type. No Lot nor any building constructed thereon shall be used except for residential purposes. No business, commercial, industrial, trade, professional or other non-residential activity or use of any nature or kind shall be conducted on any Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence, each Residence consisting of a minimum of one thousand five hundred (1,500) square feet of air conditioned space. Notwithstanding the foregoing, uses by Declarant (and its designees) for model homes, sales displays, parking lots, sales offices, construction offices and other offices, or any one or combination of such uses, shall be permitted. No changes may be made in buildings erected by the Declarant (except if such changes are made by the Declarant) without the consent of the Architectural Review Board as provided herein.

B. Opening Walls: Removing Fences or Landscaping. No Owner shall make or permit any opening to be made in any Declarant or Association erected wall, except as such opening is installed by Declarant or the Association. No building wall or masonry wall or fence, or any associated landscaping or buffer improvements, shall be demolished or removed without the prior written consent of the Declarant and the Architectural Review Board. Declarant shall have the right but shall not be obligated to assign all or any portion of its rights and privileges under this Section to the Association.

C. Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities are reserved as shown on the recorded Plat covering the Property and as provided herein. Within these easements, no structure, planting or other material may be

placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting or other material has been so placed by the Declarant or the Association or has been so placed with the permission of the Architectural Review Board. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric and gas utility company, telephone company, cable company the Association, and Declarant and their respective successors and assigns, shall have a perpetual non-exclusive easement for the installation, replacement, connection to, disconnection from, and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas and electric, telephone and security lines, cables and conduits, under and through the utility and drainage easements, as the case may be, as shown on the Plat. Declarant and its designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable, radio, television and security lines within utility easement areas shown on the Plat. All utility lines within the Property, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

D. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon or about the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

E. Temporary and Other Structures. No structure of a temporary character, or storage shed, utility shed or similar structure, green house, trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on the Property at any time, either temporarily or permanently, except by the Declarant during the construction and sales period. Additionally, no person shall reside in a recreational vehicle located within the Property. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, unless approved by the Architectural Review Board, and if approved it must be buried or enclosed by a structure approved by the Architectural Review Board.

F. Signs. The following restrictions on signs shall apply to all Residences or Lots within the Property unless otherwise stated or unless otherwise approved by the Board of Directors. All signs must meet the guidelines adopted by the Board of Directors.

(i) Each Residence or Lot may have posted, prior to initial occupancy of the Residence or Lot, a sign setting forth the Owner's name and the name of the architect and builder of the Residence and, in the case of a Residence or Lot owned by Declarant or a Builder approved by Declarant, a sign indicating that the Residence or Lot is available for sale; provided any such signs shall be removed at the time of initial occupancy.

(ii) No "for sale" or "for lease" signs may be posted on any Residence or Lot. An "open house" sign indicating that the Owner of the Residence or Lot is hosting such an event may be posted on the front door of the Residence for a period not to exceed two (2) continuous days, and during such two (2) continuous days may only be posted during the hours the residence is actually open for inspection. Such sign may be no larger than eighteen (18) inches by twenty-four (24) inches, and may not be illuminated in any manner.

(iii) One (1) sign per candidate not exceeding eighteen (18) inches by twenty-four (24) inches containing political or similar endorsements may be posted on a Residence or Lot. Such sign may only be posted for forty-five (45) days prior to an election or a vote on a referendum and for two (2) days thereafter.

(iv) Declarant or any Builder may post “model home” or similar signs on a Residence or Lot containing model homes open to the public prior to initial occupancy of the Residence.

(v) No other signs, or other sources of information, including circulars, posters, billboards, receptacles for flyers or the like, except those required by law, may be posted on any Residence or Lot so as to be visible from outside the Residence; provided, however, Declarant shall be entitled to post signs within or upon unsold portions of the Property without Board approval, including, advertising and marketing signs for the Declarant, any builder constructing Residences within the Property, and any broker advertising Residences for sale within the Property. Nothing herein or in the Articles or Bylaws shall be construed to prevent any Owner from displaying one portable, removable United States flag in a respectful manner consistent with Title 35 U.S.C. Chapter 10.

G. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

H. Animals and Pets. Except for dogs, cats and aquarium kept fish which may be kept, raised and maintained on the Property, no reptiles, livestock, poultry, pets or animals of any kind, nature or description shall be kept, raised or maintained on the Property. In addition, in no event may any animal be bred or otherwise maintained on the Property for business or commercial purposes. Dogs, cats and aquarium kept fish kept, raised maintained on any Lot or within any Residence may only be so kept, raised and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. More than two (2) dogs and/or cats kept, raised or maintained on any Lot and/or within any Residence shall prima facia be considered unreasonable. Notwithstanding the foregoing, no such dogs, cats or aquarium kept fish may be kept, raised or maintained on the Property under circumstances, which, in the sole judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Property. All dogs must be on leashes when they are not in a Residence. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner’s Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner’s pet.

I. Architectural Control. No building, addition or other structure or improvement of any nature or kind (including without limitation mailboxes and/or cluster mailboxes, landscaping and exterior paint and finish) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, or composition of the materials used therefor, as may be required by the Architectural Review Board (sometimes referred to herein as the “ARB”) have been approved in writing by the Architectural Review Board named below and all necessary governmental permits are obtained. Each building, addition, mailbox, cluster mailbox, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. The Architectural Review Board shall have the right, in its sole and absolute discretion, to refuse approval of plans, specifications and plot plans, or any of them, based on any

ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, mailbox, cluster mailbox, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section.

So long as the Declarant owns at least one (1) Lot within the Property, the ARB shall be appointed by the Declarant. Thereafter, the Architectural Review Board shall be a committee composed of or appointed by the Board of Directors of the Association. During the period in which the Declarant appoints the membership of the ARB, the ARB shall have three (3) members. At such time as the Board of Directors appoints the ARB members, the ARB shall have any number of members as deemed appropriate by the Board of Directors. Notwithstanding anything in this Declaration to the contrary, all members of the ARB shall be Owners of Lots within the Property or their designees.

The address of the Architectural Review Board shall be the address of the Declarant or the Association, depending on which party appoints its membership. The Board of Directors of the Association and the ARB may employ personnel and consultants to assist the ARB. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this Declaration. The Architectural Review Board shall act on submissions to it, or request further information thereon, within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

Notwithstanding anything in this Declaration to the contrary, the provisions of this Declaration regarding ARB approval shall not be applicable to the Declarant or to construction activities conducted by or on behalf of the Declarant.

Notwithstanding anything herein to the contrary, the ARB, in its sole and absolute discretion, may grant a variance as to any of the restrictions, conditions and requirements set forth in this Article so long as, in the judgment of the ARB, the noncompliance for which the variance is granted is not of a substantial nature and the granting of the variance shall not unreasonably detract from the use and enjoyment of adjoining Lots and the Property. In no event shall the granting of a variance in one instance require the ARB to grant a similar or other type of variance in any other instance, it being understood that the granting of variances from the restrictions, conditions and requirements of this Article shall be in the sole and absolute discretion of the ARB.

Notwithstanding anything herein to the contrary, prior to commencing construction of improvements approved by the ARB, the Owner of the Lot upon which such improvements shall be installed shall obtain any and all appropriate governmental permits and approvals and shall construct the improvements in compliance with all terms and conditions of such permits and approvals.

The Declarant, the members of the Architectural Review Board and any and all officers, directors, employees, agents and Members of the Association shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever, by reason of or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to provisions of this Section of this Declaration, or for any mistake in judgment, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval, and each Owner by acquiring title to any Lot or interest therein, shall be deemed to

have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against such parties.

J. Exterior Appearances. The color of paint, coating, stain or other exterior finishing, and the frequency of painting the exterior of the Residences, shall be determined by the Board of Directors in such Board of Directors' reasonable discretion.

K. Commercial Trucks, Trailers, Campers, Boats and Jet Skis. No trucks [except trucks which (1) have one ton capacity or less, (2) have no lettering, (3) have no roof racks or similar racks, and (4) do not appear to be commercial trucks (the determination about appearance shall be made by the ARB in its sole discretion)], commercial vehicles, campers, mobile homes, recreational vehicles, motor homes, house trailers or trailers of every other description, boats, jet skis (or any other watercraft) boat and other watercraft trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to non-commercial vans for personal use which are in acceptable condition in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or those required by any builder during construction on any Lot. In no event may any vehicle of any sort be repaired on any portion of the Property nor may any unlicensed, unregistered or inoperable vehicle of any sort be permitted on the Property (including, but not limited to, any vehicle with a flat tire for more than forty eight (48) hours). In the event any provision of this covenant is breached, the Declarant or the Association may have said truck, commercial vehicle, camper, mobile home, motorhome, house trailer, other trailer, recreational vehicle, boat, jet ski (or any other watercraft), boat and other trailer, or horse trailer towed from the Property at the Lot Owner's sole cost and expense, and an Individual Assessment may be levied therefore against such Owner. For the purposes of this Declaration, the term "commercial vehicle" shall mean any car, van, truck or any other motorized vehicle which lettering on the exterior of such vehicle providing information regarding a business or product.

L. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association and applicable governmental authority. The requirements from time-to-time of the applicable governmental authority and/or the Association for disposal or collection of waste shall be complied with.

M. Fences and Walls. No fence, wall or other similar structure shall be erected on any Lot unless (i) the materials and color are in accordance with such standards as may be adopted by the ARB; (ii) the location and dimensions thereof are approved by the ARB; and (iii) all necessary permits required by the City are first obtained. All fences must be installed with the posts and supports on the inside and, unless installed by Declarant or the Association, shall be six (6) feet in height. Unless installed by Declarant or the Association, the following fence materials are expressly prohibited: (a) metal, other than black decorative aluminum; (b) plastic, other than vinyl which is beige in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; (f) chain link; or (g) barbed wire. In the event that a fence is installed on a corner Lot (i.e. – a Lot abutting a roadway on two more or sides), the Owner of such Lot shall additionally install a landscape buffer between the fence and roadway consistent with the following: (a) two (2), 3" minimum diameter breast height trees (Southern Magnolia, Live Oak, Cabbage Palm, American Holly, Sand Pine) that are spaced evenly along the property line; and (b) either three (3) gallon or seven (7) gallon shrubs (Podocarpus, Viburnum, Indian Hawthorn, Pampas Grass, Saw Palmetto) planted at intervals of five (5) feet or ten (10) feet respectively, along fence line. Shrubs are to be maintained in conjunction with all other landscaping and are not to exceed the height of the fence or a

maximum of six (6) feet. The foregoing additional landscaping shall be subject to approval and modification by the ARB in each case.

N. Mailboxes. No mailboxes (including without limitation cluster mailboxes) or similar improvement shall be installed on any Lot unless the location thereof has been approved by the ARB and the materials therefor and color thereof have been approved by the ARB and are in accordance with such standards for materials and colors as may be adopted by the ARB.

O. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Property which is visible from the adjacent Lots, or the streets, or any other adjoining portion of the Property. Such clothing or laundry shall not be placed before sunrise and shall be removed from the exterior of the yard by sunset each day.

P. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls or on any roof. Central air conditioning units shall be screened from view by such walls and/or landscaping as may be approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (as determined by the ARB in its sole discretion) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes.

Q. Exterior Antennas. Except for one (1) satellite reception dish of not greater than eighteen inches (18") in diameter on each Lot, which dish shall not be visible from the street in front of the Lot, no one shall be permitted to install or maintain on any Lot, or any Residence, any outside television or radio antennae, disk, mast, aerial or other tower for the purpose of audio or visual reception unless the same is approved by the ARB. This restriction shall not serve to prohibit Declarant, a builder or the Association from installing an antennae or satellite antennae disk, or contracting with a third party to install such antennae, for the purpose of providing master or cable television, radio or other electronic services to Owners.

R. Recreational Facilities. No tree houses, or skate board or bicycle ramps shall be constructed or placed upon the Property. Mobile, non-permanent basketball goals may be permitted, subject to the approval of the ARB as to the type of equipment to be installed and the location thereof, but only if they are stored out of sight when not in active use.

S. Car Parking. Each Residence shall have a garage large enough to accommodate at least two (2) cars. Garage doors shall remain in operating condition and shall remain in the down position at all times, except when moving cars or transporting items to and from the Residence through the garage. Residents shall park their cars in their garages or when not possible, in their driveways, but in no case along the street or the right-of-ways. Guest of Owners shall be instructed by the Lot Owner to take great care in parking in the driveway of their host whenever possible, but if not possible, not for a period greater than eight (8) hours.

T. Roofs. All roofs shall be constructed of fiberglass shingles or other materials approved by the ARB. All roof colors must be approved by the ARB in its sole discretion. No white, pure black or pure primary colored roofs shall be permitted. All roofs in the community shall be of the same texture and color, as specified by Declarant, for uniformity purposes.

U. Landscaping. At the time each Residence is constructed on a Lot, the builder shall install plants and shrubs on the Lot which have a fair market value of not less than THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00). All landscaping and grass to be installed on each Lot shall be set forth on a landscape plan which is approved by the ARB. No type or variety

of grass other than St. Augustine or a hybrid thereof shall be planted on any Lot and such grass shall be fully planted on such areas where specified on a landscape plan approved by the ARB. The planting of grass on each Lot shall be accomplished by the installation of full sod covering the entire area required to be grassed. Partial sodding, sprigging, plugging or seeding shall not be permitted, except to replace any dead sod. Weed control and replacement of sod will be maintained.

V. Irrigation Systems. 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. The plans and specifications for each such irrigation or sprinkling system shall be included in and submitted with and reviewed and approved by the ARB as part of the landscape plan for such Lot. Declarant has prepared master plans, attached, rather than individualized Lot plans, for all landscaping, grass and irrigation systems to be installed by Declarant and to be maintained by the Lot Owner.

W. Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Article set or establish minimum standards in excess of the ordinances, regulations and requirements of the City of Groveland, Florida and other applicable government authorities, including without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth in this Article shall take precedence and prevail over any such less stringent ordinances, regulations and requirements.

X. Solar Panels. Solar panels may only be constructed on the roof of a Residence so as not to be visible from the adjacent street (or configured so as to minimize visibly in the case of corner Lots) and only after review and approval by the ARB, in its sole and absolute discretion. The ARB reserves the right to promulgate such performance standards and requirements as it may deem desirable in regard to the installation of solar panels. To the extent applicable laws require otherwise, then the terms and conditions of applicable laws shall control.

Y. Destruction. In the event of the destruction of all or any portion of a Residence on any Lot, the Owner of the Lot shall, within ninety (90) days, restore the single family dwelling unit to its former condition. The Association's board of directors, in the exercise of its sole and absolute discretion, may extend the time frame within which such restoration work must be completed. The Association shall make available to such Owner any insurance proceeds received by the Association related to such damage for such reconstruction under such conditions as the Association may determine to be appropriate.

Z. Screened Enclosure. Unless otherwise approved by the ARB in writing, any screened patio or other enclosure shall be constructed of anodized bronze framing with a charcoal screen enclosure.

AA. Pools. Unless otherwise approved by the ARB in writing, any pool or spa constructed or installed on a Lot shall be permanently installed below grade (i.e. – no above-ground pools or spas).

BB. Increase in Insurance; Nuisance. No Owner shall permit or suffer anything to be done or kept on his Lot (or single family residential dwelling unit thereon) which could increase the rate of insurance on any Common Area or payable by the Association or any other Owner, or which could prevent the Association or any other Owner from obtaining such insurance, or which could annoy any other Owner by unreasonable noises or otherwise. Further, no Lot Owner shall commit or permit any nuisance, or immoral or illegal acts in or on any portion of the Property.

CC. Additional Rules and Regulations. In addition to the foregoing, the Association shall have the right, power and authority, subject to the prior written consent and approval of Declarant, to promulgate and impose rules and regulations governing and/or restricting the use of all the Property and Lots in its jurisdiction including without limitation rules and regulations relating to the placement or installation of any type of improvement on any Lot, and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules and regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all the Property and the Owners thereof and their successors and assigns, as well as all guests and invitees of and all parties claiming by, through or under such Owners.

ARTICLE VIII. ENFORCEMENT

8.1 Compliance by Owners. Every Owner shall comply with the terms, provisions, restrictions and covenants set forth herein and any and all Rules and Regulations which from time-to-time may be adopted by the Association. The Association may suspend and Owners' use of the Common Area for a period not to exceed sixty (60) days and/or the Association Board of Directors may levy fines against an Owner if the Owner is in violation of any of the terms, provisions, restrictions and covenants set forth in this Declaration and/or the rules and regulations of the Association. Suspension of the right to use the Common Areas cannot include impairment of an Owner's right to have ingress to and egress from the Owner's Lot. A fine may not exceed ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing.

Prior to imposing a fine or suspension on an Owner of the violation of the terms, provisions, restrictions and covenants set forth in this Declaration and/or the rules and regulations of the Association, the Association shall provide the Owner with fourteen (14) days' notice and an opportunity for a hearing before a committee of three (3) Members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child or sibling of an officer, director or employee of the Association.

The Association Board of Directors shall have the power to waive, cancel or reduce any fine imposed upon any Owner.

8.2 Enforcement. The Declarant, the Association, the Association Board of Directors, each Owner, or any other party as specifically provided herein shall each have the right (but not the obligation) to enforce this Declaration and the covenants, restrictions and provisions hereof including without limitation bringing the actions and filing and foreclosing the liens described herein. In addition, the SJRWMD shall have the right to enforce this Declaration with respect to the operation and maintenance of the stormwater management system for the Property. Enforcement of this Declaration and the covenants, restrictions and provisions hereof may be accomplished by any proceeding at law or in equity, including without limitation, an action for damages and injunctive relief. In addition to any other rights permitted at law or in equity, the Association shall have the right to suspend the use of the Common Area of any defaulting Owner, to fine such defaulting Owner, to lien such Owner's Lot, to foreclose such lien, all as more specifically set forth herein, and shall be entitled to take all other actions as may be more specifically set forth herein, in the Association's By-laws and as otherwise provided by law or in equity. Failure to enforce any covenant, restriction or provision hereof shall not be deemed a waiver to do so thereafter. The defaulting and/or offending Owner shall be responsible for all costs incurred in enforcement of this Declaration, including but not limited to, attorney, paralegal and legal assistant fees, costs and expenses,

related fees, costs and expense, court costs and witness and expert fees and costs, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

ARTICLE IX. DRAINAGE SYSTEM

The surface water management system of the Properties is subject to the jurisdiction of the SJRWMD, which has issued a permit for the operation of such system, as the same may be amended from time to time (collectively the "Permit"). The Association shall own and shall be responsible for the operation, maintenance and repair of the surface water or storm water management system within the Properties, including without limitation operation and maintenance of all retention ponds and drainage improvements as may be situated throughout the Common Areas. The Association shall maintain the surface water management system in accordance with all Permit requirements and maintenance of the surface water or stormwater management system(s) shall further mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. The Permit is attached hereto as **Exhibit D**. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the SJRWMD. The registered agent of the Association shall maintain copies of all further surface water management system permitting documents.

Upon termination of this Declaration or the termination, dissolution or liquidation of the Association, if ever, the responsibility for the operation and maintenance of the surface or stormwater management system shall be transferred to and accepted by an entity which would comply with Chapter 62-330, Florida Administrative Code, and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

ARTICLE X. GENERAL PROVISIONS

10.1 Easements and Encumbrances. By accepting title to a Lot, the Owner thereof acknowledges that it has reviewed the Plat and all recorded encumbrances to title, and covenants to abide by the terms, conditions and restrictions set forth therein. In no event shall the Owner of any Lot construct improvements in any easement area as depicted on the Plat, or otherwise act in contravention of any encumbrances to title set forth in the Public Records of Lake County, Florida to the extent effecting the Lot or the Property.

10.2 Insurance and Fidelity Bonds. The Association shall obtain and maintain in effect casualty and liability insurance and fidelity bond coverage in form and amounts as may be deemed advisable by the Board of Directors of the Association. Additionally, the Association may obtain and maintain in effect "directors and officers insurance" in form and amounts as may be deemed advisable by the Board of Directors of the Association.

10.3 Duration; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years; unless during the last year of its applicability during the initial term or any extension period no less than seventy-five percent (75%) of each class of Members at a duly noticed meeting of the Association vote in person or by proxy to terminate this Declaration. Provided, however, no such termination shall void the duty of the Association to maintain the surface water management system unless specifically allowed by SJRWMD. Further, no such termination shall have the effect of terminating any easements herein provided or reserved. Except as otherwise provided herein, this Declaration may be amended by the affirmative vote of two-thirds (2/3) of

the cumulative percentage interests of the Members Entitled to Vote; provided, however, this Declaration may be amended by Declarant to clarify ambiguities and scrivener's errors. In addition to the foregoing, so long as Declarant owns any Lots within the Properties, all amendments to this Declaration must be approved and joined in by Declarant. If not so joined by Declarant, the amendment shall be null and void. Any amendment to this Declaration must be recorded in the Public Records of Lake County, Florida. Any amendment to the Declaration which alter the surface water or stormwater management system beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the SJRWMD.

Notwithstanding any provision to the contrary herein contained, Declarant shall have the right to amend this Declaration without the consent, approval or joinder of any other person or Owner, if such amendment is required in order to cause this Declaration to comply with applicable Federal Housing Administration ("FHA"), Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC") requirements. Such an amendment to this Declaration, the Articles of Incorporation or By-Laws of the Association needs to be signed and acknowledged only by Declarant and need not be approved by the Association, Lot Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment.

Any amendment to this Declaration must be recorded in the Public Records of Lake County, Florida.

No amendments to the Declaration of Covenants, Conditions, Restrictions and Easements relating to utility easements, storm water management, and minimum percentage of annual assessments set aside for landscaping, or effective period of the Declaration or termination of the Declaration shall be made without prior approval of the City of Groveland.

10.4 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

10.5 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

10.6 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Lake County, Florida.

10.7 Conflict. To the extent legally permissible, this Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association.

10.8 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant, the Association or the Architectural Review Board, such consent, approval or action may be withheld in the sole and absolute discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or the ARB shall be deemed completed or substantially completed when so determined, in the discretion of the Declarant or ARB, as appropriate.

10.9 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

10.10 Waivers. So long as Declarant owns any Lot, Declarant may waive any of the obligations (except the obligations to pay Assessments as described hereinabove) which are set forth in this Declaration.

10.11 Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

10.12 Dissolution of Association. In the event of a permanent dissolution of the Association, (i) all assets of the Association shall be conveyed to a non-profit organization with similar purposes and acceptable to the SJRWMD or (ii) all Association assets may be dedicated to the City of Groveland, Florida, or any applicable municipal or other governmental authority to the extent such governmental entity is willing to accept such assets and is willing to assume the Association's obligations arising hereunder. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Area, including without limitation the surface water management system, the Property and such other property as may be contemplated herein.

10.13 Turnover. The turnover of the Association by the Declarant shall occur at the times specified in the documents which govern the Association. The turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order. Notwithstanding the foregoing, however, for as long as the Declarant shall own any portion of the Property, it shall have the right to appoint one member of the Board of Directors.

10.14 FHA/VA. For so long as there is a Class B membership, the following actions will require the approval of either the FHA or the VA if any mortgage encumbering a Lot within the Property is guaranteed or insured by either such agency: (a) annexation of additional properties; (b) mergers and

consolidations; (c) mortgaging or dedication of Common Area to other than the Association and (d) dissolution or amendment of this Declaration or the Articles of Incorporation and By-Laws of the Association. Such approval, however, shall not be required where the amendment is made to correct errors, omissions or conflicts or is required by any institutional lender so that such lender will make, insure or guarantee mortgage loans encumbering the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Developer or to the Association within thirty (30) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Developer or the Association that the approval was given or deemed given.

10.15 Annexation of Additional Land. Additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of the Members present at any meeting of the Association therefor if a quorum has been established.

10.16 Notices and Disclaimers as to Water Bodies. Neither Developer nor the Association nor any of their officers, directors, committee members, employees, management agents, contractors or sub-contractors (collectively, the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any surface water management retention pond or other water body within the Property, except as such responsibility may be specifically imposed by or contracted for with an applicable governmental or quasi-governmental agency or authority. Further, all Owners, for themselves and for their guests, tenants, licensees and invitees, shall be deemed by virtue of their acceptance of the deed to or use of such property to have agreed to hold harmless the Listed Parties for any and all changes in the quality and level of the water in such bodies.

10.17 Management Company. No provision of this Declaration shall prohibit the Association from engaging the services of a management company to oversee and administer the day-to-day affairs of the Association, the expense of which shall be payable by the Owners.

EXECUTED as of the date first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

HANOVER CYPRESS OAKS, LLC, a Florida limited liability company

By: HANOVER LAND COMPANY, LLC, a Florida limited liability company, its Manager

By: _____
Printed Name: _____
Title: President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as President of Hanover Land Company, LLC, a Florida limited liability company, Manager of **HANOVER CYPRESS OAKS, LLC**, a Florida limited liability company. He [X] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Name printed: _____
My Commission Expires: _____

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

A TRACT OF LAND, BEING TRACTS 1, 2, 8, 9, 15 THROUGH 18, GROVELAND FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, AND THAT PORTION OF THE LAND BEING THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4, LYING NORTHERLY OF THOSE LANDS DESCRIBED ON THAT CERTAIN ORDER OF TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 4255, PAGE 1994 OF SAID PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 86, MARSH HAMMOCK PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 49 AND 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE RUN SOUTH 00°13'30" WEST, ALONG THE WEST LINE OF SAID PLAT OF MARSH HAMMOCK PHASE II AND THE WESTERLY LINE OF MARSH HAMMOCK PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 10 AND 11 OF SAID PUBLIC RECORDS, A DISTANCE OF 2088.36 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; SAID POINT ALSO LIES ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED ON THAT CERTAIN ORDER OF TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 4255, PAGE 1994 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID NORTHERLY, WESTERLY AND SOUTHERLY LINE OF SAID LANDS, THE FOLLOWING COURSES; THENCE RUN SOUTHWESTERLY, ALONG SAID NORTHERLY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 2830.08 FEET, A CENTRAL ANGLE 05°54'38", AN ARC LENGTH OF 291.95 FEET, A CHORD LENGTH OF 291.82 FEET AND A CHORD BEARING OF SOUTH 55°24'21" WEST; THENCE NON-TANGENT TO SAID CURVE RUN SOUTH 52°15'11" WEST, 317.97 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID WESTERLY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 10.79 FEET, A CENTRAL ANGLE 34°13'29", AN ARC LENGTH OF 6.45 FEET, A CHORD LENGTH OF 6.35 FEET AND A CHORD BEARING OF SOUTH 24°02'51" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 41°09'35" EAST, 10.48 FEET; THENCE RUN NORTH 47°34'25" EAST, 2.97 FEET; THENCE RUN SOUTH 45°01'57" EAST, 14.85 FEET; THENCE RUN SOUTH 06°56'09" WEST, 4.93 FEET; THENCE RUN SOUTH 42°18'08" EAST, 4.45 FEET TO A POINT LYING ON THE NORTHERLY LINE OF THAT CERTAIN STATUTORY QUITCLAIM DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 4183, PAGE 1564, SAID PUBLIC RECORDS; THENCE RUN SOUTH 52°01'22" WEST, ALONG SAID NORTHERLY LINE, 20.43 FEET TO A POINT LYING ON THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED ON THAT CERTAIN ORDER OF TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 4255, PAGE 1994 OF SAID PUBLIC RECORDS; SAID POINT ALSO LIES ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE RUN ALONG SAID EASTERLY AND NORTHERLY LINE OF SAID LANDS, THE FOLLOWING COURSES; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 45.77 FEET, A CENTRAL ANGLE OF 88°06'29", AN ARC LENGTH OF 70.38 FEET, A CHORD LENGTH OF 63.65 FEET AND A CHORD BEARING OF NORTH 81°35'34" WEST; THENCE NON-TANGENT TO SAID CURVE, RUN SOUTH 52°37'05" WEST, 145.94 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15;

THENCE RUN NORTH 00°13'45" EAST, ALONG SAID WEST LINE, 593.33 FEET TO A POINT LYING ON THE SOUTH LINE OF TRACT 18, OF AFORESAID GROVELAND FARMS; THENCE RUN NORTH 89°34'02" WEST, ALONG THE SOUTH LINE OF SAID TRACT 18 AND THE SOUTH LINE OF TRACT 17 OF SAID PLAT OF GROVELAND FARMS, 1332.33 FEET TO A POINT LYING ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE RUN NORTH 00°15'40" EAST, ALONG SAID WEST LINE, 658.53 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT 9 OF SAID PLAT OF GROVELAND FARMS; THENCE RUN NORTH 89°47'26" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16, AND THE SOUTH LINE OF SAID TRACT 9, A DISTANCE OF 660.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 9, ALSO BEING THE SOUTHEAST CORNER OF THE PROPOSED PLAT OF MARINA DEL REY - PHASE 2; THENCE RUN NORTH 00°15'24" EAST, ALONG THE WEST LINE OF SAID TRACT 9 AND THE WEST LINE OF TRACT 8 OF SAID PLAT OF GROVELAND FARMS, ALSO BEING THE EAST LINE OF THE PROPOSED PLAT OF MARINA DEL REY - PHASE 2, A DISTANCE OF 1317.72 FEET TO A POINT LYING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 89°44'02" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 660.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°47'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15 (AS MONUMENTED), 1331.23 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE RUN SOUTH 89°42'24" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15 (AS MONUMENTED), SAID LINE ALSO BEING THE SOUTH LINE OF TRACT "B" OF AFORESAID PLAT OF MARSH HAMMOCK PHASE II, A DISTANCE OF 660.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND, LIES LAKE COUNTY FLORIDA AND CONTAINS 115.736 ACRES, MORE OR LESS.

EXHIBIT "A-1"

DESCRIPTION OF ADDITIONAL PROPERTY

None

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF CYPRESS OAKS HOMEOWNERS ASSOCIATION, INC.**

[See Attached Document]

ARTICLES OF INCORPORATION
FOR
CYPRESS OAKS HOMEOWNERS ASSOCIATION, INC.

(a Florida not for profit corporation)

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted, and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit, and does hereby certify:

ARTICLE I

NAME; PRINCIPAL OFFICE

1.1 Name: The name of the corporation shall be **CYPRESS OAKS HOMEOWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

1.2 Principal Office. The principal office and mailing address of the Association shall be at 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 617, Florida Statutes, the Florida Not for Profit Corporation Act (the "Act").

ARTICLE II

PURPOSE AND POWERS

2.1 Purpose. The purpose of the Association shall be to serve as a homeowners association under Section 720.301, *et seq.*, Florida Statutes, and more particularly authorized by the Declaration of Covenants, Conditions and Restrictions for Cypress Oaks, recorded in the Public Records of the County in which the Property is located, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain the Common Areas thereof for the benefit of the Members of the Association.

2.2 No individual Benefit. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm, or corporation.

2.3 Corporate Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Act which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all

of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

2.4 Delegation. The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Declarant) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members. The Association initially delegates Empire Management Group as the manager of the Association, with contact information as follows:

Mike Miller
Empire Management Group
1135 East Avenue
Clermont, FL 34711
Office: 352-535-0099
Fax: 407-567-7919

2.5 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

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

2.7 Distribution of Income; Dissolution.

(a) The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors, or officers.

(b) Upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Act.

2.8 Water Management. The Association shall operate, maintain and manage the surface or stormwater management systems in a manner consistent with the St. Johns River Water Management District Permit No.: 99578-2 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein and in the Declaration. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Chapter 62-330, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

2.9 Assessments. The Association shall levy and collect adequate assessments from the Members for the costs of maintenance and operation of the surface water or stormwater management system.

2.10 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration, these Articles, and the Bylaws.

ARTICLE III

MEMBERS

3.1 Membership. The Members of the Association shall consist of all of the record title owners of Lots within the Property from time to time, including the Declarant (the "Owners").

3.2 Assignment. The membership in the Association shall be appurtenant to and run with ownership of each Lot in the Property. Upon acquisition of a Lot within the Property, the Lot owner shall automatically become a Member of the Association, and upon the sale of a Lot in the Property, the Membership appurtenant to said Lot shall automatically pass to the subsequent grantee of title to the Lot. A Membership in the Association may not otherwise be transferred, assigned or hypothecated.

3.3 Voting. The Association shall have two (2) classes of voting membership:

(a) Class A. The Class A Members shall be all Owners, with the exception of each Declarant and each Designated Builder until the termination of the Class B membership. Each Class A member shall be entitled to one (1) vote for each Lot owned.

(b) Class B. The Class B Members shall be each Declarant and each Designated Builder. Each Class B Member shall be entitled to nine (9) votes for each Lot owned by such Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) three (3) months after ninety percent (90%) of the Lots have been conveyed to Purchasers; or (ii) when each Declarant and each Designated Builder notifies the Association in writing that it relinquishes its Class B membership, whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association (the "Turnover").

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

3.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE IV

DIRECTORS

4.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a board consisting of the number of directors determined from time to time by the Board in the manner provided by the Bylaws, but which shall consist of not less than three

(3) directors. All directors shall be Members of the Association or authorized representatives, officers, or employees of Members of the Association that are entities, or designees of the Declarant.

4.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Members when such approval is specifically required.

4.3 Initial Directors. The names and addresses of the initial members of the Board of Directors who shall hold office until their successors are duly elected and qualified as provided in the Bylaws, are as follows:

NAME	ADDRESS
Stephen W. Orosz	2420 S. Lakemont Avenue, Suite 450 Orlando, Florida 32814
Ryan Kahn	2420 S. Lakemont Avenue, Suite 450 Orlando, Florida 32814
T. Benjamin Snyder	2420 S. Lakemont Avenue, Suite 450 Orlando, Florida 32814

4.4 Election. Except as otherwise provided herein, and as except for the members of the Board of Directors appointed by Declarant, directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Notwithstanding anything herein contained to the contrary, from and after the Turnover, Members other than the Declarant shall be entitled to elect at least a majority of the Board of Directors of the Association; provided, however, that the Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots.

4.5 Term; Removal. Directors elected by the Owners shall hold office until their successors are elected and qualified at the next succeeding annual meeting of Members. Directors may resign or be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

4.6 Vacancy. If a director elected by the general membership shall, for any reason, cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

4.7 Early Transition. The Declarant may transfer control of the Association to Owners other than the Declarant prior to the date required by law in its sole discretion by causing enough of its appointed directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect directors and assume control of the Association. Provided the Owners other than Declarant receive at least fourteen (14) days' notice of

Declarant's decision to cause its appointees to resign, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

ARTICLE V

OFFICERS

5.1 Officers Provided For. The Association shall have a President, a Vice President., a Secretary, and may have a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may be appointed to serve in multiple officer positions.

5.2 Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly appointed and have taken office. The Bylaws may provide for the method of voting in the appointment, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

5.3 Initial Officers. The names and addresses of the initial officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

President:	Stephen W. Orosz
Vice President:	T. Benjamin Snyder
Secretary:	Ryan Kahn

ARTICLE VI

INDEMNIFICATION PROVISIONS

6.1 Indemnification.

(a) The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee, or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, to the full extent permitted by law.

(b) The Association shall indemnify to the full extent permitted by law any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent

of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

6.2 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 6.1(a) or Section 6.1(b), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith to the full extent permitted by law.

6.3 Determination of Applicability. Any indemnification under Section 6.1(a) or Section 6.1(b), unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in applicable law. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding;

(c) By independent legal counsel: (i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or (ii) if a quorum of the directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or

(d) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding,

6.4 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.

6.5 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

6.6 Exclusivity. The indemnification and advancement of expenses provided pursuant to this Article VI are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or

agents, under any bylaw, agreement, or vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office to the full extent permitted by law.

6.7 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

6.8 Definitions. For purposes of this Article VI, the term “expenses” shall be deemed to include attorneys’ fees, including those for any appeals; the term “liability” shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term “proceeding” shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal; and the term “agent” shall be deemed to include a volunteer; the term “serving at the request of the Association” shall be deemed to include any service as a director, officer, employee, or agent of the Association that imposes duties on such persons.

6.9 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article VI shall be applicable as to any party’ eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE VII

BYLAWS

The initial Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE VIII

AMENDMENTS

8.1 Notice. Amendments to these Articles of Incorporation shall be proposed and approved by a simple majority of the Board of Directors unless the approval of the membership of the Association is required under the Declaration, in which case the Members must approve said amendment.

8.2 Proviso. No amendment to these Articles may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Declarant or mortgagees of Living Units without the consent of said Declarant or mortgagees in each instance. No amendment shall be made that is in conflict with the Act or the Declaration.

8.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

ARTICLE IX

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME	ADDRESS
Stephen W. Orosz	2420 S. Lakemont Avenue, Suite 450 Orlando, Florida 32814

ARTICLE X

**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The registered agent of this corporation shall be Hanover Land Company, LLC, having an address of 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature below.

STEPHEN W. OROSZ, Incorporator

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

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office as indicated in the foregoing articles of incorporation, in the County of Orange, State of Florida, the Association named in the said articles has named Hanover Land Company, LLC, having an address of 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity.

Printed Name: Stephen W. Orosz

DATED this _____ day of _____, 2015

EXHIBIT "C"

BY-LAWS OF CYPRESS OAKS HOMEOWNERS ASSOCIATION, INC.

[See Attached Document]

**BYLAWS
OF
CYPRESS OAKS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I
NAME AND LOCATION

The name of the corporation is CYPRESS OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the Association shall be located at 2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814, but meetings of Members and Directors may be held at such places within the State of Florida, County of Orange or Lake, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Declaration" means and refers to the Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Oaks as recorded or to be recorded in the Public Records of Lake County, Florida, and as the same may be amended from time to time.

Initially, capitalized terms used and not otherwise defined herein have the meanings given such terms of the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during same month of each year thereafter, on the day and at the time determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of the Members who are entitled to vote ten percent (10%) of the total votes of the full membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Evidence of compliance with this notice requirement shall be made by affidavit executed by the person providing the notice and filed amongst the official records of the Association.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the combined votes of both classes of membership combined shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall

not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. Unless prohibited by the Declaration, Articles of Incorporation, these Bylaws, or Chapter 720, Florida Statutes, at all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated, signed, include the date, time and place of the meeting for which it was given and be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number; Composition. Until Turnover of control by the Class B Members, such Turnover being pursuant to the requirements of Section 720.307, Florida Statutes, and Article III, Section 3.2(B) of the Declaration, the affairs of the Association shall be managed by a Board of three (3) directors appointed by the Declarant. Following Turnover, the Board shall be elected in accordance with the provisions set forth in Article V below, except that, for so long as Declarant owns at least five percent (5%) of the Lots, the Declarant shall be entitled to appoint one member of the Board. At such time as Declarant no longer owns any Lots, the number of directors may be increased or decreased by amendment to these Bylaws provided there shall never be less than three (3) Directors. Directors elected after Turnover must be Members of the Association or authorized representatives, officers or employees of Members that are entities, except in the case of directors appointed by the Class B Member, pursuant to the discretion afforded herein for such appointments.

Section 2. Term of Office. Prior to Turnover, the Declarant shall have complete discretion in appointing, removing, and replacing directors, whose term shall be determined by the Declarant in its discretion. Following Turnover, the term of each director's service shall be for one (1) year and thereafter until his successor is duly appointed and qualified at the next annual meeting, or until he is removed in the manner elsewhere provided. Following Turnover, pursuant to Article XII, Section 1 herein below, the Board of Directors may amend these Bylaws to permit staggered terms for directors; provided, however, that no such amendment shall serve to extend the then term of office of any existing director, but instead shall be effective as of and upon the election of the next Board of Directors.

Section 3. Removal. Prior to Turnover, the Declarant shall be entitled to remove directors with or without cause and appoint replacement directors. Following Turnover, any Director may be removed from the Board, with or without cause, by a majority vote of the Members, except that the Director selected by the Declarant pursuant to Article V, Section 2 herein below may be removed only by the Declarant in its sole discretion and, if so removed by the Declarant, such vacancy filled by the Declarant in its sole discretion. The Members may recall and remove a Director by an agreement in writing or by written ballot without a membership meeting pursuant to the procedures set forth in Section 720.303(10)(b), Florida Statutes or any successor statute thereto, or by a vote taken at a meeting pursuant to Section 720.303(10)(c), Florida Statutes or any successor statute thereto. In the event of death,

resignation or removal of a director, his successor shall be selected by the majority of the remaining directors or the sole remaining director, as the case may be, and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of their duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomination. Following termination of the Class B membership, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. Subject to Article IV, Section 2 of these Bylaws, the Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Not later than the first annual meeting after the Turnover, an election shall be held at which the Class A Members shall elect: (a) in the event Declarant owns at least five percent (5%) of the Lots, all but one (1) of the directors, with the remaining director to be appointed by the Declarant; or, (b) in the event Declarant owns less than five percent (5%) of the Lots, all of the directors pursuant to the provisions of these Bylaws. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and time as may be determined by the Board.

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

Section 3. Notice. Notice of all meetings of the Board of Directors shall be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of a meeting, except in the event of an emergency. If special Assessments or amendments to the rules regarding parcel use are to be considered at any meeting of the Board of Directors, notice of the meeting must be given to the extent and in such manner as may be required by Section 720.303(2)(c)(2), Florida Statutes, or any successor statute thereto.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. In addition to any powers granted by Chapters 617 or 720, Florida Statutes, the Board of Directors shall specifically have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) subject to the limitations specified in the Declaration and by applicable law, suspend the voting rights and right to use of the Common Area of a Member delinquent in the payment of any Assessment levied by the Association for a period exceeding ninety (90) days. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs, specifically including those items required by Section 720.303(4), Florida Statutes;

(b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to:
- (1) fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period;
 - (2) send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period; and
 - (3) if deemed appropriate by the Board of Directors, foreclose the Assessment Lien against any property for which Assessments are not paid in accordance with the terms of the Declaration or to bring an action at law against the owner personally obligated to pay same; and
 - (4) approve settlements of unpaid Assessments;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the

Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person, except for the offices of President and Secretary.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments;

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures when requested by the Board of Directors. All checks of the Association shall be co-signed by any two officers or agents of the Association approved and designated for check signing by the Board of Directors (except that the Board may designate a contract manager to sign checks).

ARTICLE IX COMMITTEES

Section 1. So long as the Declarant owns any Lot, the Declarant shall have the right to appoint and remove all members of the Architectural Committee. Thereafter, the Board shall have the right to appoint and remove members of the Architectural Committee.

Section 2. So long as the Class B Membership exists, the Declarant shall have the right to appoint a Nominating Committee as provided in these Bylaws. Thereafter the Nominating Committee shall be appointed in accordance with the terms of Article V, Section 1 of these Bylaws.

Section 3. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Cypress Oaks Homeowners Association, Inc.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of Board members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

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

Neither Declarant nor the officers and directors of the Association shall be personally liable for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors, and assigns against any personal liability for any such acts or omissions while acting in their official capacity, except for such acts or omissions found by a court to constitute gross negligence or actual fraud.

In the event of any dispute or disagreement between any Owners relating to the Property, or any questions or interpretation or application of the provisions of the Declaration or these Bylaws, the determination thereof by the Board of Directors shall be final and binding on each and all such Owners.

IN WITNESS WHEREOF, we, being all of the directors of the Cypress Oaks Homeowners Association, Inc., have hereunto set our hands this _____ day of _____, 2015.

Printed Name: STEPHEN W. OROSZ
Title: Director

Printed Name: RYAN KAHN
Title: Director

Printed Name: T. BENJAMIN SNYDER
Title: Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the CYPRESS OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 2015.

Printed Name: RYAN KAHN
Title: Secretary

EXHIBIT "D"

WATER MANAGEMENT DISTRICT PERMIT



St. Johns River Water Management District

Hans G. Tanzler III, Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

November 18, 2014

Hanover Cypress Oaks LLC
William S Orosz
Ste 450
2420 Lakemont Ave
Orlando, FL 32814-6165

SUBJECT: 99578-2
Cypress Oaks Phases 1-3

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on November 18, 2014. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at floridaswater.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

GOVERNING BOARD

John A. Miklos, CHAIRMAN ORLANDO	Maryam H. Ghyabi, VICE CHAIRMAN ORLANDO BEACH	Fred N. Roberts Jr., SECRETARY OCALA	George W. Robbins, TREASURER JACKSONVILLE
Douglas C. Bourgeois	Douglas Burnett	Earl Daniels	Chuck Davis
			Code Vetter

Transferring Your Permit:

Your permit requires you to notify the District in writing within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.floridaswater.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Consultant:

Thomas L Knight, P.E., Professional Association
Thomas L Knight
1135 East Ave
Clermont, FL 34711-3101

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 99578-2

DATE ISSUED: November 18, 2014

PROJECT NAME: Cypress Oaks Phases 1-3

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 89.8 - acre residential development known as Cypress Oaks Phases 1-3, as per plans received by the District on November 17, 2014.

LOCATION:

Section(s): 16, 15 Township(s): 22S Range(s): 25E
Lake County

ISSUED TO:

Hanover Cypress Oaks LLC
William S Orosz
Ste 450
2420 Lakemont Ave
Orlando, FL 32814-6165

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.


This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory, Engineering and Environmental Services

By: 

David Dewey
Service Center Director

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 99578-2
Hanover Cypress Oaks LLC, William S Orosz
DATED November 18, 2014

1. Deed of Conservation Easement

This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

Description of Conservation Easement Area.

The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement.

Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I(October 1, 2013) and Fla. Admin.Code R. 62-330.301(6).

The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of

receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required.

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

Demarcation of Conservation Easement Area. Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

2. This permit for construction will expire five years from the date of issuance.
3. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
4. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
5. 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 District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
6. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of

Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

7. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," [10-1-13], 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 District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
8. 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.
9. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
10. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation 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.
11. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
12. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

- b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
13. 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.
14. The permittee shall hold and save the District 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.
15. The permittee shall notify the District in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
16. Upon reasonable notice to the permittee, District 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.
17. 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.
18. 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.
19. 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.

20. 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 District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
21. 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.
22. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
23. The proposed stormwater management system shall be constructed and operated in accordance with the plans received by the District on November 17, 2014.
24. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Hanover Cypress Oaks LLC
William S Orosz
Ste 450
2420 Lakemont Ave
Orlando, FL 32814-6165

This November 18, 2014.

M. Daniels

Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 99578-2

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Bureau of Regulatory Support at (386) 329-4570.

Sincerely,



Margaret Daniels, Bureau Chief

Bureau of Regulatory Support

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://floridaswater.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

June 02, 2015

William S Orosz
Hanover Cypress Oaks, LLC
2420 Lakemont Ave Ste 450
Orlando, FL 32814-6165

SUBJECT: Permit No.: 99578-3
Cypress Oaks Phases 1-3

Dear Mr. Orosz:

Enclosed is your individual permit issued by the St. Johns River Water Management District on June 02, 2015. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at floridaswater.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO

Douglas C. Bournique
VERO BEACH

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA

Douglas Burnett
ST. AUGUSTINE

Chuck Drake, SECRETARY
ORLANDO

Maryam H. Ghyabi
ORMOND BEACH

Ron Howse
COCOA

Carla Yetter, TREASURER
FERNANDINA BEACH

George W. Robbins
JACKSONVILLE

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.floridaswater.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwm.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Consultant: Thomas Lafayette Knight
Thomas L. Knight, P.E., P.A.
1135 East Ave
Clermont, FL 34711-3101

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 99578-3

DATE ISSUED: June 02, 2015

PROJECT NAME: Cypress Oaks Phases 1-3

A PERMIT AUTHORIZING:

Modification of Permit No. IND-069-99578-2 to include the construction and operation of a 93.8-acre project known as Cypress Oaks, as per plans received by the District on May 6, 2015.

LOCATION:

Section(s):	1	Township(s):	22S	Range(s):	24E
	16, 15		22S		25E
Lake County					

ISSUED TO:

Hanover Cypress Oaks, LLC
2420 Lakemont Ave Ste 450
Orlando, FL 32814-6165

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities, which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.


This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated June 02, 2015

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory, Engineering and Environmental Services

By: 

David Dewey
Service Center Director

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 99578-3
Cypress Oaks Phases 1-3
DATED: June 02, 2015

1. Deed of Conservation Easement

This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

Description of Conservation Easement Area

The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement

Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I(October 1, 2013) and Fla. Admin.Code R. 62-330.301(6).

The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of

receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

Demarcation of Conservation Easement Area

Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

2. This permit for construction will expire five years from the date of issuance.
3. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
4. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
5. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
6. 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 District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
7. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best

management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

8. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," [10-1-13], 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 District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
9. 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.
10. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
11. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation 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.
12. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

13. This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

14. 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.

15. The permittee shall hold and save the District 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.

16. The permittee shall notify the District in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and

- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

17. Upon reasonable notice to the permittee, District 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.

18. 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.

19. 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.

20. 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.
21. 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 District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
22. 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.
23. The proposed stormwater management system shall be constructed and operated in accordance with the plans received by the District on May 6, 2015.
24. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

William S Orosz
Hanover Cypress Oaks, LLC
2420 Lakemont Ave Ste 450
Orlando, FL 32814-6165

This 2nd day of June 2015.



Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 99578-3

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Bureau Chief
Bureau of Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Bureau of Regulatory Support at (386) 329-4570.

Sincerely,



Margaret Daniels, Bureau Chief
Bureau of Regulatory Support

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://floridaswater.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322