



CFN 20190229631

OR BK 30702 PG 0056
RECORDED 06/24/2019 10:46:50
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0056 - 158; (103pgs)

PREPARED BY AND RETURN TO:

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

This is Not a Contract

**COMMUNITY DECLARATION
FOR
AVALON TRAILS**

TABLE OF CONTENTS

1.	Recitals	1
2.	Definitions	1
3.	Plan of Development.....	7
4.	Amendment.....	8
5.	Annexation and Withdrawal	9
6.	Dissolution.....	10
7.	Binding Effect and Membership.....	10
8.	Paramount Right of Declarant.....	12
9.	Common Areas.....	12
10.	Maintenance by the Association	21
11.	Maintenance by Owners	26
12.	Use Restrictions.....	30
13.	Easement for Unintentional and Non-Negligent Encroachments	38
14.	Requirement to Maintain Insurance.....	39
15.	Property Rights	41
16.	Restrictions Affecting on Occupancy and Alienation	44
17.	Assessments.....	45
18.	Information to Lenders, Builders and Owners	52
19.	Architectural Control.....	52
20.	Enforcement.....	56
21.	Additional Rights of Declarant and Builders	58
22.	Refund of Taxes and Other Charges	62
23.	Assignment of Powers	62
24.	General Provisions.....	63
25.	Surface Water Management System	65
26.	Resolution of Disputes	66
27.	Zero Lot Line Homes.....	69
28.	Cable/Telecommunications Lease.....	69
29.	Off-Site Matters; Airport Disclosure	70

Exhibits:

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws
- Exhibit 4 – Permit

**COMMUNITY DECLARATION
FOR
AVALON TRAILS**

THIS COMMUNITY DECLARATION FOR AVALON TRAILS (this "**Declaration**") is made this day of June, 2019, by 13FH AVALON LP, a Delaware limited partnership (the "**Declarant**"), joined in by AVALON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

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

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

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

"**ACC**" shall mean the Architectural Control Committee for AVALON TRAILS established pursuant to Section 19.1 hereof.

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

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

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

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

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

"AVALON TRAILS" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

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

"Builder" means any person or entity other than the Declarant who (i) holds title to a Parcel prior to, during and until completion of construction of a Home or Unit thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home or Unit to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved in writing by the Declarant as a Builder. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein.

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

"Common Areas" shall mean all real property interests and personalty within AVALON TRAILS designated as Common Areas from time to time by the Declarant, by a Plat or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within AVALON TRAILS. The Common Areas may include, without limitation, the Access Control System, the Recreational Facilities (as defined herein), the SWMS, the Trail System, the private roadways, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, easement areas owned by others, private rights of way, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. The term "Common Areas" shall include Exclusive Common Areas as defined herein. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"Community Completion Date" shall mean the date upon which all Homes, Units or Condominiums in AVALON TRAILS, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

"Community Standards" shall mean such architectural and design standards, if any, established by the Declarant or the ACC pursuant to Section 19.5 hereof.

"Condominium" shall mean any portion of AVALON TRAILS which is subject to the jurisdiction of a condominium association governed by Chapter 718, Florida Statutes, pursuant to a Neighborhood Declaration. Each Condominium shall be a part of a Neighborhood.

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

"County" shall mean Palm Beach County, Florida.

"Declarant" shall mean 13FH AVALON LP, a Delaware limited partnership, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant also shall have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, the Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant.

"Declaration" shall mean this COMMUNITY DECLARATION FOR AVALON TRAILS, together with all amendments and modifications thereof.

"DRC" shall mean the Declaration of Restrictive Covenants required by the Florida Department of Environmental Protection, to be recorded in the Public Records, together with all amendments and modifications thereof. The DRC will encumber all of AVALON TRAILS and will include, without limitation, certain restrictions regarding groundwater, use of Parcels, Units, Homes and Common Areas within AVALON TRAILS and certain age-related restrictions.

"Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by written notice to the Board.

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

"Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

"Home" shall mean a residential dwelling and appurtenances thereto constructed on a Parcel within AVALON TRAILS. The term Home may not reflect the same division of property as reflected on the Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home or Unit. Residential dwellings located within a Condominium shall be deemed "Units" hereunder and shall not be deemed to mean a "Home" unless context so requires.

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

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

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

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

LWDD shall mean the Lake Worth Drainage District.

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

Lessee shall mean the lessee named in any written lease respecting a Home or Unit who is legally entitled to possession of any Home or Unit within AVALON TRAILS.

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

Neighborhood shall mean and refer to a group of Homes, Units or Condominium(s) designated as a separate Neighborhood for purposes of sharing Exclusive Common Areas and/or receiving other benefits or services from the Association that are not provided to all Homes or Units or Condominiums within AVALON TRAILS. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Homes or Units or Condominiums.

Neighborhood Assessments shall mean and refer to Assessments levied against the Homes or Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 17.2.6, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

Neighborhood Association shall mean any condominium association, as defined by Chapter 718, Florida Statutes, or any homeowners association, as defined by Chapter 720, Florida Statutes, having authority to administer additional covenants applicable to a particular Neighborhood. Nothing in this Declaration requires the creation of a Neighborhood Association, and Neighborhoods may exist hereunder without a Neighborhood Association. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Association. So long as the Declarant owns any portion of AVALON TRAILS, no Neighborhood Association may be formed without the express written consent of the Declarant.

Neighborhood Declaration shall mean and refer to the declaration of covenants, conditions and restrictions applicable to a particular Neighborhood, which may include use restrictions and specific maintenance obligations applicable to such Neighborhood(s). In the event of a conflict between this Declaration and any applicable Neighborhood Declaration, the terms of this Declaration shall control except to the extent that such Neighborhood Declaration provides specific use restrictions and/or maintenance requirements for the Neighborhood. The lien rights provided in any Neighborhood Declaration shall be subordinate to the lien rights provided in this Declaration.

Neighborhood Expenses shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Homes or Units within a particular Neighborhood or Neighborhoods.

Occupy, Occupies, or Occupancy unless otherwise specified in the Governing Documents, these terms shall mean staying overnight in a particular Home or Unit for at least ninety (90) total days in the subject calendar year. The term **Occupant** shall refer to any individual other than an Owner who Occupies a Home or Unit or is in possession of a Home or Unit, or any portion thereof, or building or

structure thereon, whether as a Lessee or otherwise, other than on a merely transient basis (and shall include, without limitation, a Resident).

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the Access Control System, the Recreational Facilities, the SWMS, the Trail System, the private roadways; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; pest control costs; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

"Oriole Villages Declaration" shall mean that certain Declaration of Restrictive Covenants recorded in Official Records Book 29934, Page 1010 in the Public Records.

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

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

"Party Wall" shall mean any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between the Parcels upon which such Homes are located.

"Permit" shall mean Permit No. 50-00518-S-07 issued by SFWMD, a copy of which is attached hereto as **Exhibit 4**, as amended or modified from time to time.

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

"Public Records" shall mean the Public Records of Palm Beach County, Florida.

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

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

"Rules and Regulations" shall mean the Rules and Regulations governing AVALON TRAILS as adopted from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided in Section 4 below, and such amendment to the Rules and Regulations shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2018). Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any

portion of AVALON TRAILS from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations.

"SFWMD" shall mean the South Florida Water Management District.

"Single Family Parcel" shall mean any Parcel that has, or is intended to have, one (1) single family detached Home constructed thereon.

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

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

"Surface Water Management System" or **"SWMS"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2018). The Surface Water Management System includes those works authorized by SFWMD and LWDD, as applicable, pursuant to the Permit. The SWMS will be part of the Common Areas and will be maintained by the Association.

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

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Title Documents" shall have the meaning set forth in Section 24.8 hereof.

"Townhome Parcel" shall mean any Parcel that has, or is intended to have, one (1) single family attached Home constructed thereon.

"Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners.

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

"Unit" shall mean a condominium unit constructed on a Parcel within AVALON TRAILS. The term Unit may not reflect the same division of property as reflected on the Master Plan. A Unit shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such Unit; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Unit, or the obligation of Owner to pay Assessments with respect to such Unit. The term "Unit" includes any interest in land, improvements, or other property appurtenant to the Unit. Each Unit shall be a part of a Condominium.

"Use Fees" shall have the meaning set forth in Section 17.2.3 hereof.

"Voting Interest" shall mean and refer to the appurtenant vote(s) of each Parcel located within AVALON TRAILS, which shall include the voting interests of the Declarant and Builders.

"Zero Lot Line Wall" shall mean a wall built directly on a lot line that forms part of a Home commonly known as a "zero lot line." If there is any question about whether a Home is a zero lot line Home, or which portion of a residence is a Zero Lot Line Wall, the Association's determination shall be final.

3. Plan of Development.

3.1 Plan. The planning process for AVALON TRAILS is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, the Declarant may and has the right to develop AVALON TRAILS and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, condominiums, patio homes, single-family homes, estate homes, multi-family homes, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of AVALON TRAILS as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for AVALON TRAILS which may be supplemented by additional covenants, restrictions and easements applicable to particular Neighborhoods within AVALON TRAILS. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of AVALON TRAILS from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Builders and to all Occupants of Homes or Units, as well as their respective Lessees, guests and invitees. Any Lease Agreement for a Home or Unit within AVALON TRAILS shall provide that the Lessee and all Occupants of the leased Home or Unit shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the provisions of Florida law as it exists as of the date of recording this Declaration, the Articles of Incorporation, the Bylaws and this Declaration, the provisions of Florida law as it exists as of the date of recording this Declaration, this Declaration, the Articles and the Bylaws, in that order, shall prevail.

3.3 Site Plans and Plats. Site plans or the Plat may identify some of the Common Areas within AVALON TRAILS. The description of the Common Areas on the Plat or site plans is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as Common Areas. Site plans used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Common Areas but such site plans are not a guarantee of what improvements will actually be constructed as Common Areas. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas.

3.4 Neighborhood Designation. Certain Homes, Units, Parcels or Condominiums within AVALON TRAILS may be located within a Neighborhood. This Declaration or a Supplemental Declaration may designate Homes or Units, Parcels, or Condominiums to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 5.1, the Declarant may amend this Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries.

3.4.1 All Single Family Parcels are hereby designated as the **"Single Family Neighborhood;"** and

3.4.2 All Townhome Parcels are hereby designated as the **"Townhome Neighborhood."**

3.5 Restrictions Affecting Occupancy and Alienation. The covenants, conditions and restrictions of this Declaration set forth in Section 16 (the "**Occupancy and Alienation Restrictions**") shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, any aggrieved Owner and their respective legal representatives, heirs, successors and assigns and shall survive the termination of this Declaration should termination occur before the thirty (30) year timeframe. In no event shall the Occupancy and Alienation Restrictions be revoked, modified or amended for a period of thirty (30) years from the recording of this Declaration in the Public Records. Further, in no event shall the Occupancy and Alienation Restrictions be revoked, modified or amended without prior written notice to the Florida Department of Environmental Protection ("**FDEP**").

3.6 Adjacent Property; Use of Common Areas. All Owners, Occupants and users of AVALON TRAILS are hereby placed on notice that Parcel K, as depicted on the Plat of Avalon Trails at Villages of Oriole PUD, recorded in Plat Book 128, Page 76 of the Public Records ("**Parcel K**"), is not initially included within the boundaries of AVALON TRAILS, but may later be annexed to be made part of AVALON TRAILS. Alternatively, the Declarant and/or the Association may elect to enter into an easement and cost-sharing agreement ("**Easement and Cost Sharing Agreement**") with the record title owner of Parcel K, which may provide for the access and use of certain Common Areas by the residents and occupants of Parcel K. For so long as any such Easement and Cost Sharing Agreement is in effect, each Owner and Builder, by acquiring title to a Parcel, Home or Unit, acknowledges and agrees that the Association and AVALON TRAILS shall be subject to all of the terms and conditions of such Easement and Cost Sharing Agreement, as amended and supplemented from time to time. Further, each Owner and Builder acknowledges and agrees that all property adjacent to or in the vicinity of AVALON TRAILS (which may include Parcel K unless otherwise annexed to be made part of AVALON TRAILS), is subject to development and redevelopment that may change its use and character from time to time existing.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SFWMD. No amendment shall be effective until it is recorded in the Public Records.

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

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of AVALON TRAILS; (ii) additions or deletions from AVALON TRAILS and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Parcels, Homes or Units. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Parcels conveyed to Owners provided that such easements do not prohibit the use of Homes or Units on such Parcels as residential dwellings. In the event the Association shall desire to amend this

Declaration or the Rules and Regulations prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. After the Turnover, the Rules and Regulations may be amended with the approval of a majority of the Board and such amendment to the Rules and Regulations shall be recorded by the Board in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2018).

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

5. Annexation and Withdrawal.

5.1 Annexation by Declarant or Avalon MF. Prior to the Community Completion Date, additional lands may be made part of AVALON TRAILS by the Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, Builders or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of AVALON TRAILS. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise set forth herein with respect to Avalon MF (as defined below), prior to the Community Completion Date, only the Declarant may add additional lands to AVALON TRAILS. Notwithstanding any of the foregoing or anything contained herein to the contrary, for so long as AVALON MF LP, a Delaware limited partnership, and its successors and/or assigns ("Avalon MF"), is the record title owner of Parcel K, Avalon MF shall have the right to bring Parcel K within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records; provided, however, the foregoing right of Avalon MF shall only apply in the event Parcel K is used for non-commercial purposes, including either Condominium-related uses or single family residential uses, including townhomes, villas or single family detached residences. In such event, except for applicable governmental approvals (if any), no consent to such annexation of Parcel K by Avalon MF shall be required from any other party (including, but not limited to, the Declarant, the

Association, Owners, Builders or any Lenders). The rights afforded to Avalon MF shall extend to all successors and/or assigns of Avalon MF. This Section 5.1 shall not be amended without the prior written consent of Avalon MF, or its successors and/or assigns.

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

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

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

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. If the Association ceases to exist, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2018), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SFWMD prior to such termination, dissolution, or liquidation.

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

6.3 Merger or Consolidation of Neighborhood Association. In the event of a merger or consolidation of a Neighborhood Association into the Association, the Neighborhood Declaration of such merged or consolidated Neighborhood Association shall continue to encumber the Neighborhood, and the Association shall have the right to enforce such Neighborhood Declaration.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of

this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

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

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

7.3.1 Class A Members. Class A Members shall initially be all Owners and shall not include Builders until after the Turnover. From and after the Turnover, Class A Members shall include all Builders. Each Class A Member shall be entitled to one (1) vote for each Parcel or Unit owned. When more than one person holds an interest in any Parcel or Unit as an "Owner," all such persons shall be members. The vote for such Parcel or Unit shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Parcel or Unit.

7.3.2 Class B Member. The Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Parcel, Unit or Home owned by Declarant. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Parcel, Home or Unit owned. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Association's Board of Directors. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Parcels, Homes, or Units ultimately planned for AVALON TRAILS are conveyed to Class A Members;

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

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2018).

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

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

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

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

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

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. Certain of the Common Area improvements are intended for recreational activities (collectively, the "**Recreational Facilities**"). The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. The Declarant shall have the right to use and access Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including the Recreational Facilities.

9.2 Construction of Common Areas Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Prior to the Community Completion Date, the Declarant reserves the absolute right (subject to the DRC) to construct additional Common Area improvements within AVALON TRAILS, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant, including the plans, specifications, design, location, completion schedule, materials, size,

and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

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

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created in the form of easements, or conveyed to the Association by quitclaim deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion, subject to the DRC. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, Builders authorized by the Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of AVALON TRAILS, as modified and/or amended. The Association shall cooperate with the Declarant, Builders authorized by the Declarant or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Parcels, Homes or Units.

9.4.2 Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

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

9.4.2.2 matters reflected on the Plat;

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

9.4.2.4 all restrictions, easements, covenants and other matters of record, including, without limitation, all terms and conditions of the DRC;

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

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

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, certain parking areas, pathways, bicycle paths, walking trails, and sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

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

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other persons, entities and

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

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Retention/Detention Areas. NEITHER THE DECLARANT, THE ASSOCIATION, THE BUILDERS, NOR ANY NEIGHBORHOOD ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN AVALON TRAILS; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION, THE BUILDERS, NOR ANY NEIGHBORHOOD ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE ASSOCIATION, THE BUILDERS, AND ANY NEIGHBORHOOD ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME, UNIT OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE ASSOCIATION, THE BUILDERS, OR ANY NEIGHBORHOOD ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, THE ASSOCIATION, THE BUILDERS, AND ANY NEIGHBORHOOD ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN AVALON TRAILS.

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

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within AVALON TRAILS; and (v) design of any portion of AVALON TRAILS. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, the Builders, the Association, and Neighborhood Association, and all employees, directors, representatives, officers, agents and partners of the Declarant, the Association and any Neighborhood Association from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas do so at their own risk.

BY ACCEPTANCE OF A DEED TO THEIR HOME OR UNIT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. THE DECLARANT, THE BUILDERS, THE ASSOCIATION AND ANY NEIGHBORHOOD ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, the Builders, the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by Owners, and their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Builders, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. Amendments to the Rules and Regulations shall be recorded in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes (2018). The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

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

written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

9.10 Public Facilities. AVALON TRAILS may include one or more facilities that may be dedicated to the County. The roadways within AVALON TRAILS shall be private roadways maintained by the Association. Also, a lift station dedicated to the County as part of the waste water treatment system may be located within the boundaries of AVALON TRAILS.

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

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

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

9.14 Exclusive Common Areas.

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

9.14.2 Designation. Initially, any Exclusive Common Area shall be designated as such in this Declaration, the deed conveying such area to the Association, in a Supplemental Declaration establishing a Neighborhood or on the subdivision Plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant from later assigning use of the

same Exclusive Common Area to additional Homes or Units, and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Section 5.1. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon approval of the Board and the vote of (i) more than fifty percent (50%) of the Voting Interests in the Association, and (ii) fifty-one percent (51%) of the Voting Interests within the Neighborhood(s) affected by the proposed assignment or reassignment. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, any such assignment or reassignment shall also require the Declarant's prior written consent.

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

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

9.15 Access Control System. The Declarant may install a controlled access facility at one or more access points to AVALON TRAILS. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for AVALON TRAILS. If provided, all costs associated with any Access Control System will be part of the Operating Expenses of and all Owners shall pay an equal share of such costs. The Declarant hereby reserves for itself, and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Units or Parcels from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant. If the Association attempts to restrict or control access into AVALON TRAILS through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard.

THE ASSOCIATION, ANY NEIGHBORHOOD ASSOCIATION, THE DECLARANT AND BUILDERS SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME OR UNIT ACKNOWLEDGES THE ASSOCIATION, ANY NEIGHBORHOOD ASSOCIATION, THE DECLARANT, THE BUILDERS, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES OR UNITS. THE ASSOCIATION, ANY NEIGHBORHOOD ASSOCIATION, THE DECLARANT AND BUILDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME OR UNIT.

9.16 Recreational Facilities.

9.16.1 General Restrictions. Each Owner, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

9.16.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable rules and regulations from time to time governing minors' use of the Recreational Facilities, including without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities.

This is not a contract

9.16.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner shall not allow any damage the Recreational Facilities or interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including without limitation, wallets, books and clothing left in the Recreational Facilities.

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

9.16.1.4 Prohibition on Basketball Courts. As provided in the Oriole Villages Declaration, basketball courts shall not be constructed as part of the Recreational Facilities within AVALON TRAILS.

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

9.16.3 Indemnification of Declarant and the Association. By the use of the Recreational Facilities, each Owner, Immediate Family Member and guest agrees to indemnify and hold harmless Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.16.4 Attorney's Fees. Should any Owner or Immediate Family Member bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.16.5 Basis for Suspension. The rights of an Owner to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.16.5.1 such person is not an Owner or a Lessee;

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

9.16.5.3 an Owner and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.16.5.4 an Owner fails to pay Assessments due.

9.16.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home or Unit. In addition, the Association may suspend the rights of a particular Owner (and/or Immediate Family Member) or prohibit an Owner (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities shall be imposed upon delivery of fourteen (14) days prior notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent child, brother, or sister of an officer, director, or employee of the Association. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

9.17 Common Gardening Area. The Declarant anticipates it will install, as part of the Common Areas, a common gardening area (the "Common Gardening Area"). Individual landscaping or individual landscaping maintenance by Owners is not permitted within AVALON TRAILS except in areas specifically designated by the Association or Declarant as part of the Common Gardening Area. No Owner may plant, maintain or remove any plants or landscaping within the Common Gardening Area without the prior written consent of the Association, which consent may be withheld for any reason. All costs associated with the Association's maintenance and operation of the Common Gardening Area will be part of the Operating Expenses and all Owners shall pay an equal share of such costs; provided, however, individual Owner's gardening activities shall be at the sole expense of such Owner. Any Owner, Immediate Family Member, guest or other person who, in any manner, makes use of the Common Gardening Area, or who engages in any within the Common Gardening Area shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Common Gardening Area caused by any Owner, Immediate Family Member or guest. Neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with the Common Gardening Area. BY ACCEPTANCE OF A DEED TO THEIR HOME OR UNIT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, INCLUDING THE COMMON GARDENING AREA MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, ALLIGATORS, AND FOXES. THE DECLARANT, THE BUILDERS, THE ASSOCIATION AND ANY NEIGHBORHOOD ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

NEITHER THE DECLARANT, THE ASSOCIATION, NOR ANY NEIGHBORHOOD ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE SOIL QUALITY OR GARDENING VIABILITY OF THE COMMON GARDENING AREA; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE ASSOCIATION, NOR ANY NEIGHBORHOOD ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE SOIL SINCE SUCH SOIL NUTRIENT LEVELS ARE SUBJECT TO FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE ASSOCIATION, AND ANY NEIGHBORHOOD ASSOCIATION. THERE IS NO GUARANTEE BY THE DECLARANT, THE ASSOCIATION, AND ANY NEIGHBORHOOD ASSOCIATION THAT THE COMMON GARDENING AREA WILL CONTAIN NUTRIENT OR VIABLE SOIL OR BE AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, PLANTS WITHIN THE COMMON GARDENING AREA MAY BE NONEXISTENT. THE DECLARANT, THE ASSOCIATION, AND ANY NEIGHBORHOOD ASSOCIATION

SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND THE COMMON GARDENING AREA.

9.18 Dog Park. A dog park may be included as part of the Recreational Facilities, as determined by the Declarant in its sole discretion. All provisions contained herein with respect to Recreational Facilities shall apply to such dog park. The Association may adopt Rules and Regulations from time to time governing the dog park. By acceptance of a deed to a Home or Unit, each Owner acknowledges and agrees that unleashing a dog and being physically present at the dog park area involves risks of injury to persons and dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of proper training. Each Owner understands there is a risk that not all dogs present in the dog park are vaccinated for rabies or other diseases, which could result in injury to persons or dogs. Additional risks include, but are not limited to: dog fights; dog bites; negligence or irresponsibility of a dog owner; inability to predict a dog's reaction to movement, sounds, objects, persons, or other animals; actions by a dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting; theft or unlawful capture; escape over and under fences and gates; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in a dog's coat, feet, eyes, nose, or ears; insects such as mosquitoes, spiders, ticks, chiggers, fleas and other pests; wildlife such as foxes, deer, raccoons, opossums, mice, rats, coyotes, turtles, and other animals; inclement weather; acts of God; traffic on nearby streets; and all other circumstances inherent to dog activities or outdoor activities. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE SAFETY OF PERSONS OR ANIMALS USING THE DOG PARK. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND THE SAFETY OF THEIR PETS. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct any dog park within AVALON TRAILS.

10. Maintenance by the Association. Except as may be otherwise provided in Supplemental Declaration designating a Neighborhood or a Neighborhood Declaration specifying the maintenance requirements applicable to a particular Neighborhood, the following provisions shall relate to all of AVALON TRAILS:

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

10.2 Landscape Maintenance. The Association shall be responsible for maintaining the landscaped areas within each Single Family Parcel and Townhome Parcel in accordance with the following terms:

10.2.1 General. The Association shall be responsible for maintaining the landscaped areas within each Single Family Parcel and Townhome Parcel only to the extent provided in this Section 10.2. The Association's landscape maintenance responsibilities include trimming, mowing, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance of a Single Family Parcel and/or Townhome Parcel shall constitute a part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Parcel in the applicable Neighborhood shall pay an equal share of such costs. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Association shall be responsible for the replanting, repair, and/or replacement of such landscaping with sound, healthy plant materials, except in the event of damage due to freeze or other natural disaster. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, in the event any sod, grass, shrubs, trees, or any other landscaping is damaged by an Owner or due to an Owner's negligence, the Association may, but shall not be obligated to, repair and replace such landscaped areas, and in such event, the costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount

determined by the Association in its sole and absolute discretion) shall be assessed against the respective Parcel as an Individual Assessment.

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

10.2.3 No Owner Landscaping. No Owner shall modify any landscaping as initially installed by the Declarant or Builder. Individual landscaping or individual landscaping maintenance is not permitted, except in areas specifically designated by the Association or Declarant as part of the Common Gardening Area.

10.2.4 Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Single Family Parcels and Townhome Parcels, except in the case of damage due to an Owner's negligence. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall be deemed part of the Operating Expenses and each Owner of a Single Family Parcel and Townhome Parcel shall pay an equal share of such cost, except in the case of costs for repair and replacement of damage due to an Owner's negligence, which costs shall be assessed against the respective Parcel as an Individual Assessment. Grass and landscaping located on Single Family Parcels and Townhome Parcels shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SFWMD and LWDD, as applicable, or the City regulations. The Association shall have access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Parcel and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take ANY AND ALL MEASURES NECESSARY TO ELIMINATE SAME, INCLUDING REMOVING OR DISABLING ANY LOCKS, AND THE ASSOCIATION SHALL HAVE NO LIABILITY FOR SUCH ACTIONS.

EACH OWNER ACKNOWLEDGES THAT SOME PARCELS WITHIN AVALON TRAILS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER PARCELS WITHIN AVALON TRAILS. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION FACILITIES MAINTENANCE EXPENSES PURSUANT TO THIS SECTION 10.2 SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A SINGLE FAMILY PARCEL AND TOWNHOME PARCEL SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

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

10.4 Adjoining Areas. The Association shall maintain swales, slopes, banks, and landscape areas within the Common Areas and certain Parcels only to the extent specifically provided herein. Such areas shall be readily accessible to the Association.

10.5 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Parcel, Home or Unit necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas through or under an Owner, shall be borne solely by such Owner and the Parcel, Home or Unit owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all structures or improvements placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Parcel if such repair maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, guests, or invitees.

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

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

10.8 Retaining Walls. The Declarant may construct retaining walls within AVALON TRAILS (the "**Retaining Walls**"). Retaining Walls located within Common Areas shall be maintained by the Association and the costs thereof shall be deemed Operating Expenses of the Association. Structural maintenance and repairs of Retaining Walls located within Parcels shall be the responsibility of the Association; however, the Owner of the Parcel that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such Retaining Wall. Failure of the Association to undertake any maintenance, replacement or repair of the Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING WITHOUT LIMITATION FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

10.9 Townhome Neighborhood Maintenance. With respect only to the Townhome Neighborhood, the Association shall be exclusively responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

10.9.1 Painting. The Association shall paint all exterior painted portions of Homes located within the Townhome Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with such exterior painting made in accordance with this Section 10.9.1 shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Parcel shall pay an equal share of such costs. The ACC must approve any proposed painting of the exterior of the Home by the Owner. If the proposed painting by an Owner is approved by the ACC, the ACC shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

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

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

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

10.9.1.4 if the Association thereafter paints the Home and the other Homes attached to the Home in accordance this Section 10.9.1, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Parcel shall pay an equal share of such costs.

10.9.2 Roofs and Gutters. The Association shall repair and replace roofs of Homes located within the Townhome Neighborhood, including shingles and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. The Association shall conduct routine maintenance of roof gutters (if any) of Homes located within the Townhome Neighborhood, including clearing, repair and ensuring the proper functioning of such gutters. The cost associated with any such roof or gutter maintenance, repair and replacement shall constitute a part of the Neighborhood Expenses for the Townhome Neighborhood Expenses for the Townhome Neighborhood and each Owner of a Townhome Parcel shall pay an equal share of such costs.

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

10.9.4 Pressure Washing. The Association may, in its sole discretion, pressure clean the roofs and the exterior portions of Homes located within the Townhome Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior pressure cleaning made in accordance with this Section shall be part of the Neighborhood Expenses for the Townhome Neighborhood, and each Owner of a Townhome Parcel shall pay an equal share of such costs.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 14.2.1 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section 10.9, or would have covered such repairs or replacements if the Owner had procured such coverage, such repairs or replacements shall be governed by Section 14.2.2 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

10.10 Perimeter Walls/Fences. The Declarant may, at its sole discretion, install perimeter walls or fences within AVALON TRAILS (the "Perimeter Walls/Fences"). The Association at all times shall have

the exclusive right to maintain, repair, replace any Perimeter Walls/Fences within AVALON TRAILS, including Perimeter Walls/Fences located on Parcels; however, each Owner shall be responsible for the routine maintenance and cleaning the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Parcel. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

10.11 Paved and Concrete Surfaces. The Association shall be responsible to maintain the walkways and sidewalks comprising part of any Townhome Parcel. The Association shall perform any such maintenance, repairs or replacement of the sidewalks and walkways at the Board's discretion and the costs of any such maintenance, repair or replacement shall be part of the Neighborhood Expenses for the applicable Neighborhood and each Owner of a Parcel in the applicable Neighborhood shall pay an equal share of such costs. In the event the County, or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's sidewalk or walkway for the installation, repair, replacement or maintenance of water mains and/or utilities, then the Association shall replace or repair the sidewalk or walkway at such Owner's expense and the costs incurred shall be assessed against the Owner as an Individual Assessment. Further, each Owner agrees to reimburse Association, any expense incurred in repairing any damage to such sidewalk or walkway caused by such Owner's negligence.

10.12 Private Right-of-Way. Except as otherwise maintained by the County, and except as may be otherwise provided in a Supplemental Declaration designating a Neighborhood or a Neighborhood Declaration, the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation, trees and landscaping located in the private right-of-way adjacent to any Common Areas and Parcels, if any. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs. The cost associated with any such maintenance of the private right-of-way adjacent to any Common Areas and Parcels shall be deemed part of the Operating Expenses.

10.13 Mail Kiosks. Individual Parcels shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes and/or Units as required by the local postmaster (the "**Mail Kiosks**"). No mailboxes are permitted except the Mail Kiosks originally installed by the Declarant or Builders, or Mail Kiosks substantially similar to the Mail Kiosks originally installed by the Declarant or Builders. Mail Kiosks, if any, shall be maintained by the Association in first class condition and appearance in accordance with the Community Standards and the requirements of any controlling governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Kiosks shall be part of the Operating Expenses allocated among the Owners served by such mailboxes, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners, and except for any Mail Kiosks that are Exclusive Common Area of a Neighborhood, the maintenance costs of which shall be Neighborhood Expenses borne by the Owners of Parcels and/or Units within such Neighborhood. To the extent any Mail Kiosk is located on a Parcel, the Declarant hereby grants the Association an easement of ingress and egress across such Parcel for the purpose of regulating and maintaining such Mail Kiosk and Declarant hereby grants the Owners an easement for access across such Parcel for the purpose of accessing and utilizing such Mail Kiosk.

10.14 Retention/Detention Area Slopes. The rear yard of some Parcels may contain slopes adjacent to the retention/detention areas ("**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association. The Declarant hereby grants the Association an easement of ingress and egress across all Parcels adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes.

10.15 Master Metered Irrigation Reclaimed Water Usage. The costs associated with irrigation water usage for all Single Family Parcels and Townhome Parcels and Common Areas shall be deemed part of the Operating Expenses, and each Owner of a Single Family Parcel and Townhome Parcel shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of reclaimed water usage to individual Parcels. EACH OWNER ACKNOWLEDGES THAT SOME PARCELS WITHIN AVALON TRAILS MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER PARCELS WITHIN AVALON TRAILS. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A SINGLE FAMILY PARCEL AND TOWNHOME PARCEL SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.16 Trail System. A trail system of multi-use paths shall exist within the vicinity of AVALON TRAILS (the "Trail System"). The Trail System is accessible by certain persons who are not members of the Association, pursuant to the Oriole Villages Declaration, which shall include residents of the "OVC Community" as defined in the Oriole Villages Declaration. The Association shall maintain and landscape such trail system within AVALON TRAILS, which costs shall be Operating Expenses of the Association. Each Owner, by an acceptance of a deed to a Home or Unit, or any person by use or occupancy of a Home or Unit, acknowledges the foregoing notice and assumes all risks related to or arising out of the existence of the Trail System and/or the use of the Trail System by persons who are not members of the Association. AVALON TRAILS SHALL INCLUDE TRAILS THAT ARE OPEN TO CERTAIN PERSONS WHO ARE NOT MEMBERS OF THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR HOME OR UNIT ACKNOWLEDGES AND AGREES THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING USE OF THE TRAILS. ANY PERSON USING SUCH TRAILS, AND EACH OWNER AND HIS OR HER GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM THE USE OF SUCH TRAILS.

10.17 Additional Obligations of Association; Oriole Villages Declaration. The Association has certain obligations, costs and expenses as set forth in the Oriole Villages Declaration, including, without limitation, the obligations set forth in that certain Cost Sharing Agreement between the Association and Oriole Villages Center, Inc. which is attached as Exhibit "D" to the recorded Oriole Villages Declaration (the "Cost Sharing Agreement"). Each Owner, by acquiring title to a Parcel, Home or Unit, acknowledges and agrees that AVALON TRAILS, or portions thereof, is subject to all of the terms and conditions of the Oriole Villages Declaration, as amended and supplemented from time to time. All costs associated with the Association's obligations under the Oriole Villages Declaration, including, without limitations, costs pursuant to the Cost Sharing Agreement, shall be part of the Operating Expenses.

11. Maintenance by Owners. Except as may be otherwise provided in Supplemental Declaration designating a Neighborhood or a Neighborhood Declaration specifying the maintenance requirements applicable to a particular Neighborhood, all Parcels and Homes or Units, including, without limitation, all driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of AVALON TRAILS by the record title owner of the applicable Parcel, Home or Unit. No tree installed by the Declarant or a Builder on any Parcel shall be felled, removed, or cut down unless such tree represents a hazard to the Home or Unit or other improvements on the Parcel, or to persons occupying or utilizing AVALON TRAILS. In the event Parcels, Homes or Units are not maintained by the record title owner of the Parcel, Home or Unit in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Parcel for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event the

Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.2 Modification to Landscaped Areas. No sod, topsoil, tree, shrubbery shall be removed by any Owner and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land by any Owner. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC. Individual landscaping or individual landscaping maintenance is not permitted, except in areas specifically designated by the Association or Declarant as part of the Common Gardening Area.

11.3 Refuse and Unsightly Growth. No underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Parcel. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Parcel.

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

11.5 Paved and Concrete Surfaces. Except as otherwise provided in Section 10.11, or except as otherwise provided in a Neighborhood Declaration, or Supplemental Declaration designating a Neighborhood, each Owner shall be responsible to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including, without limitation concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Parcel. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of the paved surfaces located within an Owner's Parcel for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Parcel will be responsible to replace or repair the paved surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

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

11.7 Lot Walls/Fences. Each wall or fence, any part of which is placed on a dividing line between separate Parcels shall constitute a "Lot Wall/Fence." Each adjoining Owner's obligation with respect to Parcel Walls/Fences shall be determined by this Declaration, except as otherwise required by Florida law.

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

11.7.2 Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or its guests, Lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Parcel:

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

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

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

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

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

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

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

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

11.8 Pressure Washing. Except as otherwise provided in a Neighborhood Declaration, or Supplemental Declaration designating a Neighborhood, each Owner at their sole cost and expense shall be responsible for pressure cleaning the roofs and the exterior portions of Homes or Units, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. In the event an Owner does not comply with this Section 11.8, the Association may perform the necessary maintenance required by this Section 11.8 and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.9 Party Walls.

11.9.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within AVALON TRAILS that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Townhome Parcel, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection of Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

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

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

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

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

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

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

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

11.10 Water Mains and Improvements within Parcels. In the event the County or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, walkway or other improvements located on an Owner's Parcel in connection with the County's operation, maintenance or repair of any water line or sanitary sewer line, if applicable, then the Owner of the Parcel upon which such driveway, walkway or other improvements are located shall be responsible to replace or repair such driveway, walkway or other improvement at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary repair and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Parcel for the purpose of ensuring compliance with the requirements of this Section.

12. Use Restrictions. The following Use Restrictions shall apply to all Parcels within AVALON TRAILS, except for any Parcels owned by the Declarant; provided however, a Neighborhood Declaration, or Supplemental Declaration designating a Neighborhood may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Each Owner and Builder (except as otherwise provided herein) must comply with the following:

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

12.2 Animals. No animals of any kind shall be raised, bred or kept within AVALON TRAILS for commercial purposes. No swine, poultry or other livestock of any kind may be kept in and/or on any Parcel and/or Home or Unit or brought into AVALON TRAILS by an Owner, or its guests, Lessees, licensees, agents or family members. Owners may keep domestic pets as permitted by the County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. Pets permitted by this Section 12.2 may be kept or harbored in a Home or Unit only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home or Unit is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home or Unit unless such pet is kept on a leash or within an enclosed portion of the Parcel. No pet or animal shall be "tied out" on the exterior of the Home or Unit or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Parcel. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas any matter created by the pet and disposing of the same in a sanitary

manner. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section 12.2 are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.

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

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders or their agents. Further, notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to Condominiums or Units therein in the event the Neighborhood Association for such Condominium has its own parking and vehicle restrictions as set forth in the Neighborhood Declaration for such Condominium.

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

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

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

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home or Unit irrevocably grants the Association and its designated towing service the right to enter a Parcel and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home or Unit, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Parcel or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

12.4.5 Golf Carts. Golf carts may be operated within AVALON TRAILS so long as such golf carts are permitted by all applicable laws, rules, codes and ordinances. By acceptance of a deed to a Parcel, Home or Unit each Owner acknowledges the Declarant and the Association shall have no responsibility or liability to such Owner, members of his or her family, guests or invitees, because of any damage or injury caused to such Owner, his or her family, guests, invitees, licensees, employees and agents, or to property of Owner, his or her family, guests, invitees, licensees, employees and agents from the use of golf carts within AVALON TRAILS. By acceptance of a deed to a Parcel, Home or Unit, each Owner waives any and all claims or causes of action which he or she, his or her family, guests, invitees, licensees, employees, or agents may have against the Declarant and the Association arising out of such personal injury or property damage. By acceptance of said deed to a Parcel, Home or Unit, each Owner acknowledges that it understands and appreciates the nature of all risks both apparent and latent associated with living within AVALON TRAILS as it relates to the use of golf carts and expressly assumes the risks of personal injury or property damage that may occur in connection with such risks.

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

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home or Unit, sale or re-sale of other property owned by the Declarant and/or Builders, administrative offices of the Declarant and/or Builders (as authorized by the Declarant), no commercial or business activity shall be conducted within AVALON TRAILS, including without limitation, within any Home or Unit. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a Home or Unit business office within a Home or Unit for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes or Units unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within AVALON TRAILS. No solicitors of a commercial nature shall be allowed within AVALON TRAILS, without the prior written consent of the Association. No day care center or facility, "half-way house," assisted living facility, nursing home or group home may be operated out of a Home or Unit. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

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

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

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

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of AVALON TRAILS without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home or Unit and upon the Parcel in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations in its sole discretion. The ACC may require the removal of any lighting or decorations that creates a nuisance (e.g., unacceptable spillover to adjacent Home or Unit or excessive travel through AVALON TRAILS). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2018), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

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

12.12 Drainage System. Drainage improvements may be part of the Common Areas and/or Parcels (collectively, the "Drainage Improvements"). After Drainage Improvements are installed by the Declarant or a Builder, as applicable, the maintenance of Drainage Improvements within the boundary of a Parcel shall be the responsibility of the Association. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Parcel. By way of example, and not of limitation, if the roots of a tree located on an Owner's Parcel subsequently affects Drainage Improvements within another Parcel, the Owner of the Parcel on which the tree is located shall be solely responsible for the removal of the roots which adversely affects the adjacent Parcel. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

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

12.14 Fences and Walls. No walls or fences shall be erected or installed within a Townhome Parcel, except walls or fences installed by the Declarant or a Builder. With respect to Single Family Parcels, no walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

12.15 Fuel Storage. No fuel storage shall be permitted within AVALON TRAILS, except as may be necessary or reasonably used for barbecues, fireplaces, lawn maintenance equipment, or similar devices.

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

12.17 Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Parcel so as to be visible by the general public. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home, Unit or Condominium, as applicable, for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Parcel during the course of construction of a Home or Condominium, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of AVALON TRAILS.

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

12.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Parcel. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas.

12.20 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2018), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Unit or Parcel. Clotheslines may be installed in the rear of a Parcel so long as not visible from the front of the Parcel; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of AVALON TRAILS. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of

governmental entities for maintenance, modification or repair of a portion of AVALON TRAILS shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes or Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home or Unit. Individual rooms of a Home or Unit may not be leased on any basis. No transient tenants may be accommodated in a Home or Unit. All leases or Occupancy agreements of Homes or Units (collectively, "**Lease Agreements**") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than six (6) months, and no Home or Unit may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship; provided, however, that if a Lessee defaults under its Lease Agreement and the Owner terminates such Lease Agreement on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new Lessee under a new Lease Agreement (for a term of at least six (6) months), and such new tenancy shall not count as an additional lease for the specified period. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home or Unit, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 12.22, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home or Unit to be used solely as a private single family residence. Each leased Home or Unit shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home or Unit is leased, the Owner of such Home or Unit shall not enjoy the use privileges of the Common Areas appurtenant to such Home or Unit. Additionally, each Owner shall include the following language in any Lease Agreement "The leased premises is part of a community comprised of residents that are mostly fifty-five (55) years of age and older consistent with federal law. The Lessee must be at least fifty-five (55) years of age or older. Additionally, no persons under the age of nineteen (19) may reside within the leased premises."

Each Owner shall collect from their respective Lessee and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home or Unit and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home or Unit, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section 12.22, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home or Unit to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

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

12.24 Nuisances. No nuisance, or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of AVALON TRAILS is permitted. No firearms shall be discharged within AVALON TRAILS. Nothing shall be done or kept within the Common Areas, or any other portion of AVALON TRAILS, including a Home, Unit or Parcel which will

increase the rate of insurance to be paid by the Association. This Section 12.24 shall not apply to sales, marketing, construction and development activities by Builders.

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

12.26 Paint. The exterior of Homes shall be repainted within forty-five (45) days of notice by the ACC to the Owner of applicable Parcel, or to the Neighborhood Association, in the event the Neighborhood Association is responsible for painting the exterior of Homes pursuant to a Neighborhood Declaration.

12.27 Personal Property. All personal property of Owners or other Occupants of Homes or Units shall be stored within the Homes or Units. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel, Home or Unit, or any other portion of AVALON TRAILS, which is unsightly or which interferes with the comfort and convenience of others.

12.28 Removal of Soil and Additional Landscaping. No Owner shall remove soil from any portion of AVALON TRAILS, change the level of the land within AVALON TRAILS, or plant landscaping which results in any permanent change in the flow and drainage of surface water within AVALON TRAILS.

12.29 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and driveways, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the Parcel, or to the Neighborhood Association, in the event the Neighborhood Association assumes such responsibility pursuant to a Neighborhood Declaration. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Parcel line or include the sidewalk. All roofs must be in compliance with the Community Standards.

12.30 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Unit or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes or Units, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of AVALON TRAILS. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.31 Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards.

12.32 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of AVALON TRAILS, including without limitation, any Home, Unit, Parcel or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4½') by six feet (6').

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Parcel if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from

the back of curb, or within ten feet (10') of any Parcel boundary line. ACC approval is required prior to the installation of any flag pole. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County, and all setback and location criteria contained in this Declaration or the Community Standards.

The Declarant, Builders, and the Association are exempt from this Section. The Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within AVALON TRAILS such signs as Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Parcels and Homes or Units; provided, however, the Declarant reserves the right to institute a signage plan for AVALON TRAILS, which such signage plan must be complied with by all Builders. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick up and delivery services and other commercial services.

12.33 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of AVALON TRAILS without prior written consent of the ACC. Rules and Regulations governing recreational equipment may be adopted by the Association from time to time. No portable basketball equipment shall be permitted. No basketball backboards, skateboard ramps, trampolines or play structures will be permitted. Tree houses or platforms of a similar nature shall not be constructed on any part of a Parcel.

12.34 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the ACC. This Section 12.34 shall not apply to temporary structures and storage facilities utilized by Builders, as approved by Declarant in its sole discretion.

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

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

12.37 Swimming, Fishing and Boating. Swimming and/or fishing is prohibited within any of the retention/detention areas or any other water bodies within the boundaries of AVALON TRAILS or adjacent to AVALON TRAILS. Boating and personal watercraft (e.g. water skis) are prohibited. No private docks may be erected within any retention/detention areas and/or any other water bodies within AVALON TRAILS.

12.38 Swimming Pools and Spas. Except as otherwise installed by Declarant, no pools, hot tubs, spas and related appurtenances shall be permitted within any Parcel.

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

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

12.41 Wells and Septic Tanks. No individual wells (potable or non-potable) or septic tanks will be permitted on any Parcel.

12.42 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Home or Unit or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home or Unit. Except as otherwise provided in Section 12.18 of this Declaration, no awnings, canopies or shutters shall be affixed to the exterior of a Home or Unit. No reflective tinting or mirror finishes on windows shall be permitted. Window treatments facing the roadway shall be of a neutral color, such as white, off-white or wood tones.

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

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

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

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Parcel shall encroach upon another Parcel or upon the Common Areas by reason of original construction by the Declarant or any Builder, then an easement for such encroachment shall exist so long as the encroachment exists. Parcels may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Parcel or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Parcel. In addition, and without limitation of the foregoing, an easement with a minimum of four feet (4') in width, and contiguous to the zero-lot line boundary shall exist for the purpose of incidental encroachment, access and maintenance pursuant to County Ordinance 2013-001.

14. Requirement to Maintain Insurance.

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

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

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

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

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

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

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

14.2 Homes.

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

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted

under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of AVALON TRAILS.

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

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

14.3 Compliance Monitoring. Notwithstanding any provision to the contrary contained herein or in any other Governing Document, neither the Association nor the Declarant shall be responsible for ensuring or confirming compliance with the insurance provisions contained herein, it being acknowledged by all Owners that such monitoring would be unnecessarily expensive and difficult. Moreover, neither the Association nor the Declarant shall be liable in any manner whatsoever for failure of an Owner to comply with this Section 14.

14.4 Fidelity Bonds. If available, the Association shall procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of,

or administered on behalf of the Association. The amount of the fidelity bond shall be based upon the Board's reasonable business judgment.

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

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

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

14.8 Cost of Payment of Premiums and Deductibles. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.9 Declarant and Builder have No Liability. Notwithstanding anything to the contrary in this Section, the Declarant, Builders, their officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association or Neighborhood Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home or Unit.

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

15. Property Rights.

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

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

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

15.1.3 The right of the Association to suspend rights hereunder, including without limitation voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2018);

15.1.4 The right of the Association to suspend an Owner's or Lessee's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessment levied against that Owner remains unpaid;

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

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

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

15.1.8 The rights of the Declarant, Builders and/or the Association regarding AVALON TRAILS as reserved in this Declaration; and

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

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

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

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

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

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

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

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across AVALON TRAILS (including Parcels, Condominiums, Homes and Units) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

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

15.10 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of AVALON TRAILS, including all Parcels, Condominiums, Homes and Units, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.11 Zero Lot Line Easement. An easement with a minimum of four feet (4') in width, and contiguous to the zero-lot line boundary shall exist for the purpose of incidental encroachment, access and maintenance pursuant to County Ordinance 2013-001.

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

16 Restrictions Affecting on Occupancy and Alienation.

16.1 Restrictions on Occupancy. Subject to the rights reserved to the Declarant in Section 21.11, the Homes or Units within AVALON TRAILS are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 16 are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(2)(C) and the regulations promulgated thereunder (collectively, as may be amended, the "**Act**") allowing discrimination based on familial status. The Declarant or the Association, acting through the Board, shall have the power to amend this Section 16, without the consent of the Owners or any other person or entity (except the Declarant), for the purpose of maintaining this Section 16 consistent with the Act, the regulations adopted pursuant thereto and any related judicial decisions.

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

16.1.2 Nothing in this Section 16 shall restrict the ownership of or transfer of title to any Home or Unit; provided, no Owner under the age of fifty-five (55) may Occupy a Home or Unit unless the requirements of this Section 16 are met nor shall any Owner permit Occupancy of the Home or Unit in violation of this Section 16. Owners shall be responsible for including a statement in conspicuous type in any lease or other Occupancy agreement or contract of sale relating to such Owner's Home or Unit that the Homes or Units within AVALON TRAILS are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Section 16, which agreements or contracts shall be in writing and signed by the Lessee or purchaser and for clearly disclosing such intent to any prospective Lessee, purchaser, or other potential Occupant. Every Lease Agreement for a Home or Unit shall provide that failure to comply with the requirements and restrictions of this Section 16 shall constitute a default under the Lease Agreement.

16.1.3 Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section 16 with respect to a Home or Unit, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

16.1.4 In the event of any change in Occupancy of any Home or Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location, or otherwise, the Owner of the Home or Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Home or Unit and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in Occupancy occurs, the Association may levy monetary fines against the Owner and the Home or Unit for each day after the change in Occupancy occurs until the Association receives the required notice and information, regardless of whether the Occupants continue to meet the requirements of this Section 16, in addition to all other remedies available to the Association under this Declaration and Florida law.

16.2 Monitoring Compliance; Appointment of Attorney-in-Fact. The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section 16 and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their Lessees and Lenders upon reasonable request.

16.3 Enforcement. The Association may enforce this Section 16 by any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the Occupants of Homes or Units, requiring that copies of birth certificates or other proof of age for one (1) Age-Qualified Occupant per Home or Unit be provided to the Board on a periodic basis, and taking action to evict the Occupants of any Home or Unit that do not comply with the requirements and restrictions of this Section 16. The Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the Occupancy of Homes or Units which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section 16. Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the Occupants of any Home or Unit as necessary to enforce compliance with this Section 16.

16.4 Compliance. Each Owner shall be responsible for ensuring compliance of its Home or Unit with the requirements and restrictions of this Section 16 and the Association rules adopted hereunder, by itself and by its Lessees and other Occupants of its Home or Unit. Each Owner, by acceptance of title to a Home or Unit, agrees to indemnify, defend and hold the Declarant, any affiliate of the Declarant and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Home or Unit to so comply. Such defense costs shall include, but not be limited to, attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

17. Assessments.

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

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

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

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

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

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"), including, without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established;

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

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

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

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes and Units in AVALON TRAILS conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Homes and Units owned by Owners. In addition, any platted lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any platted lot that has a Home constructed thereon as evidenced by a Certificate of Occupancy but is owned by the Declarant or a Builder (a "**Spec Lot**") shall be assessed at ten percent (10%) of the Installment Assessment and Neighborhood Assessments assessed to Parcels with Homes constructed thereon and owned by Owners. In addition, any Parcel that is intended to have a Condominium located thereon, but does not have any Units constructed on such Parcel as evidenced by a Certificate of Occupancy for such Units (a "**Unfinished Condo Parcel**") shall be assessed at ten percent (10%) of the Installment Assessment and Neighborhood Assessments that would be assessed to all Units within such Parcel if the total number of Units intended to be constructed upon such Parcel had actually been constructed. For example, in the event an unimproved Parcel is intended to have a Condominium with fifty (50) Units constructed therein, the Unfinished Condo Parcel shall be assessed at ten

percent (10%) of the total amount of Assessments that would be charged to all fifty (50) Units if such Units had been completed as evidenced by a Certificate of Occupancy for such Units. This lesser Assessment amount reflects that Vacant Lots, Spec Lots and Unfinished Condo Parcels will not benefit from maintenance and other services provided by the Association. At such time as a Vacant Lot is improved with a Home or a Spec Lot is conveyed by the Declarant or a Builder to an Owner, then the Vacant Lot and/or Spec Lot shall be deemed a fully assessed Parcel and shall be responsible for one-hundred percent (100%) of Assessments. At such time as an Unfinished Condo Parcel is improved with a Unit as evidenced by a Certificate of Occupancy for such Unit, then the Unfinished Condo Parcel shall be deemed a fully assessed Parcel and shall be responsible for one-hundred percent (100%) of Assessments for all Units to be constructed on such Parcel. Vacant Lots, Spec Lots and Unfinished Condo Parcels shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event shall the Declarant pay Special Assessments.

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

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

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Parcels improved with a Home or Unit, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Home and Unit. Neighborhood Assessments shall be allocated equally to all Homes and/or Units within the applicable Neighborhood. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments and Neighborhood Assessments assessed to Parcels with Homes or Units constructed thereon and owned by Owners. Further notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Unfinished Condo Parcels shall be assessed at ten percent (10%) of the Installment Assessments and Neighborhood Assessments that would be assessed to all Units within such Parcel if the total number of Units intended to be constructed upon such Parcel had actually been constructed. This lesser Assessment amount reflects that Vacant Lots, Spec Lots and Unfinished Condo Parcels will not benefit from maintenance and other services provided by the Association. At such time as a Home or Unit is conveyed by the Declarant or a Builder to an Owner, then the Spec Lot or such Unit shall be deemed a fully assessed Parcel and shall be responsible for one hundred percent (100%) of Installment Assessments, Neighborhood Assessments and Special Assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots, Spec Lots and Unfinished Condo Parcels shall not be responsible for Reserves.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the record title owner of a Parcel, Home or Unit benefiting from, or subject to, the special service or cost as specified by the Association. Notwithstanding

anything contained herein to the contrary, the Declarant shall not be required to pay Use Fees or Individual Assessments.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home or Unit to such Owner. Assessments shall commence as to each Builder on the day of the conveyance of title of a Parcel to such Builder. The record title owner of a Parcel or Unit is jointly and severally liable with the previous record title owner of the Parcel or Unit for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Parcel or Unit, regardless of how title to the Parcel or Unit has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Parcel or Unit. An Owner's or Builder's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Parcel or Unit upon which the Assessments are made.

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

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(b), FLORIDA STATUTES (2018). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2018), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT

BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

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

17.10.1 Installment Assessments and Neighborhood Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2018). The Board may from time to time determine when the Installment Assessments and Neighborhood Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments and Neighborhood Assessments shall be collected in advance on a monthly basis;

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

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

17.11 Initial Contribution. The first purchaser of each Home or Unit from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to the purchaser, shall pay to the Association an initial contribution in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to AVALON TRAILS, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Parcel from the Declarant shall not be obligated to pay the Initial Contribution to the Association, but shall be obligated to collect the Initial Contribution and remit the same to the Association upon conveyance of a Home or Unit to an Owner.

17.12 Resale Contribution. After the Home or Unit has been conveyed by the Declarant or a Builder, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home or Unit by an Owner a resale contribution in the amount equal to Three Hundred Fifty and No/100 Dollars (\$350.00) (the "**Resale Contribution**"). The Resale Contribution shall not be applicable to conveyances from the Declarant or any Builder. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to AVALON TRAILS, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Parcel from the Declarant shall not be obligated to pay the Resale Contribution to the Association.

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

shall be required to pay the Association, or its Manager, as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

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

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Parcel, Home or Unit if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Parcel, Home or Unit, except in the event of a sale or transfer of a Parcel, Home or Unit pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2018). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Parcel or Home or Unit from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and No/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Parcel or Unit, or both. The Association shall not be required to

bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Parcel, Home or Unit. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein the Declarant and the Association shall not be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Parcel or Unit, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Parcels and/or Units owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of AVALON TRAILS subject to this Declaration from the Assessments, provided that such part of AVALON TRAILS exempted is used (and as long as it is used) for any of the following purposes:

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

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

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

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

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

17.23 Collection from Lessees. If a Home or Unit is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee

provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders, Builders and Owners.

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

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

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

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

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

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

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

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

19. Architectural Control.

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

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

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of AVALON TRAILS. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within AVALON TRAILS by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction

and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

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

19.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements approved by the ACC and previously constructed. Until the Community Completion Date, the Declarant shall have the right to approve the Community Standards, which approval, may be granted or denied in its sole discretion.

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

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

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

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

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of

additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than forty-five (45) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

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

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

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

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

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in AVALON TRAILS shall be maintained in a neat and orderly condition throughout construction. Construction activities

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

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

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

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

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

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

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

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

19.17 Certificate of Compliance. If requested by an Owner, prior to the Occupancy of any improvement constructed or erected on any Parcel by other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including without limitation the Community Standards, any improvements of any nature made or to be made by the Declarant, a Builder, or their agents, assigns or Contractors, including without limitation, improvements made or to be made to the Common Areas, or any Parcel or Home or Unit, shall not be subject to the review of the ACC, the Association, or the provisions of this Declaration or the Community Standards.

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

20. Enforcement.

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

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

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant, any Builder, or the Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to a Parcel, Home, Unit, or the Common Areas; or

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

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

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

20.2.2 Commence an action to recover damages; and/or

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

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

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

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

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

equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2018), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SFWMD and LWDD, as applicable.

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

20.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

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

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

21. Additional Rights of Declarant and Builders.

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

Notwithstanding any other provision of this Declaration to the contrary, the exercise of such the rights reserved in favor of Builders pursuant to this Section 21.1 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

21.2 Modification. The development and marketing of AVALON TRAILS will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of AVALON TRAILS to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments, which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

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

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

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

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

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across AVALON TRAILS so long as any said easements do not materially and adversely interfere with the intended use of Homes or Units previously conveyed to Owners or Builders. By way of example, and not of limitation, the Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Parcel, or grant new easements over a Parcel, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Parcel. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the

Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion. Notwithstanding the foregoing, the Declarant is required to obtain the prior written consent of any Builder whose Parcel shall be affected by new or relocated easements before such easements affect such Builder's Parcel.

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

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

21.10 Representations. Neither the Declarant nor any Builder makes no representations concerning development both within and outside the boundaries of AVALON TRAILS including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels, Units, Homes, and buildings in all other proposed forms of ownership and/or other improvements on AVALON TRAILS or adjacent to or near AVALON TRAILS, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes or Units, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.11 Sales by Declarant. Notwithstanding the restrictions set forth in Section 16, the Declarant reserves for itself and its permitted assigns the right to sell Homes or Units for Occupancy to natural persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect compliance with all applicable State and Federal laws under which AVALON TRAILS may be developed and operated as an age-restricted community.

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

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

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

21.12.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

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

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

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

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

OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

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

21.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in AVALON TRAILS shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to do so within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

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

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

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

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

24. General Provisions.

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

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

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

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

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.12 below.

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

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

TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF AVALON TRAILS, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO AVALON TRAILS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF AVALON TRAILS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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

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

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

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

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

25. Surface Water Management System.

25.1 General. The Association is responsible for maintenance of SWMS in AVALON TRAILS. All SWMS within AVALON TRAILS, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

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

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

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

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

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits

from all governmental agencies having jurisdiction, including SFWMD, LWDD, as applicable, the Association and the Declarant.

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

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SFWMD and LWDD, as applicable.

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

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

25.1.10 Each Owner within AVALON TRAILS at the time of the construction of a Home or Unit or structure shall comply with the construction plans for the SWMS approved and on file with SFWMD.

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

25.1.12 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity within the 100-year floodplain described in the approved plan and/or record Plat of the subdivision unless prior approval is received from SFWMD, pursuant to environmental resource permitting.

25.1.13 No Owner may undertake any roadway improvements within this development unless prior written authorization or notification of exemption is received from SFWMD, pursuant to environmental resource permitting.

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

25.3 Mitigation Area Monitoring. In the event AVALON TRAILS has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SFWMD and/or any applicable government agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Parcel, Home or Unit each Owner specifically agrees that the purchase of a Parcel, Home or Unit involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be

submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Owner and the Declarant or any Builder; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant, the Declarant's representatives, any Builder, or any Builder's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children, Lessees or other occupants of the Home or Unit; or (4) issues of formation, validity or enforceability of this Section 26. Each Owner agrees to the foregoing on behalf of his or her children and other occupants of the Home or Unit with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

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

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

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Parcel, Home or Unit each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees and agents and any Builder's affiliates, directors, officers, employees, and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that the Declarant or Builder, as applicable, may, at its sole election, include the Declarant's and/or Builder's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Parcel, Home or Unit, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or

collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Parcel, Home or Unit, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

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

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

26.8 The Declarant and Builders support the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section 26, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Prior to Turnover, the Declarant and/or Builder, as applicable, agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

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

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

26.10 THE DECLARANT, EACH BUILDER, AND EACH OWNER BY ACCEPTANCE OF A DEED TO A PARCEL OR UNIT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT OR A BUILDER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

27. Zero Lot Line Homes.

27.1 Easement for Zero Lot Line Wall Maintenance. Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. Declarant hereby grants to each record title owner of a Zero Lot Line Wall a maintenance easement over the Parcel and Home adjacent to the Zero Lot Line Wall for the maintenance of the Zero Lot Line Wall and any wing wall attached thereto and for ingress and egress to the Zero Lot Line Wall and wing wall. The easement shall be four feet (4') in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Parcel and Home on which the easement exists. No improvements of any kind shall be constructed in the easement area that would block access to the Zero Lot Line Wall and wing wall, if any, or that would in any way interfere with the ability of a record title owner of a Zero Lot Line Wall to maintain the Zero Lot Line Wall and wing wall. Notwithstanding the foregoing, Declarant may construct a connecting wall across the easement area; provided, however, that the record title owner of a Zero Lot Line Wall shall have access at all reasonable times to the easement area. In the event that there is any question about when access under the easement created by this Section is reasonable, the Association's determination shall be final.

27.2 Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the Owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward, which shall be the maintenance obligation of the Owner of the Zero Lot Line Wall.

27.3 No Structural Change. No Owner or Builder shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner or Builder make any structural changes in a Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the ACC.

27.4 Damage to Adjacent Home. In the event that the record title owner of a Zero Lot Line Wall damages the adjacent Home subject to the foregoing maintenance easement, the record title owner of the Zero Lot Line Wall shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the record title owner causing the damage. In the event that any record title owner of a Parcel shall fail to make the repairs as required herein, or if the Association has the reasonable belief that such repairs will not be made in a timely manner, then the Association shall have the right at reasonable times to enter the damaged Home to effect such repair, and the cost thereof shall be charged to the record title owner of the Zero Lot Line Wall causing such damage as an Individual Assessment.

27.5 Construction Easement. Declarant reserves for itself, and on behalf of Builders, an easement over all Parcels and Homes for all construction purposes. By way of example, Declarant and Builders may be required to enter onto a completed Home with a Zero Lot Line Wall in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to Zero Lot Line Walls, and shall be construed as broadly as possible.

28. Cable/Telecommunications Lease. All Owners, Occupants and users of AVALON TRAILS are hereby placed on notice that a portion of Tract L8, as depicted on the Plat of Avalon Trails at Villages of Oriole PUD, recorded in Plat Book 128, Page 76 of the Public Records, is currently subject to that certain Lease recorded in Book 3351, Page 700, of the Public Records (the "Lease"). BY ACCEPTANCE OF A DEED TO A PARCEL OR HOME OR UNIT, EACH OWNER RECOGNIZES THAT PORTIONS OF AVALON TRAILS CONTAIN, AND MAY IN THE FUTURE HAVE CONTAIN ADDITIONAL, COMMERCIAL FACILITIES AND EQUIPMENT FOR CABLE AND TELECOMMUNICATIONS EQUIPMENT, INCLUDING WITHOUT LIMITATION, CABLES, WIRES, PIPES, TOWERS, SATELLITES AND OTHER COMMERCIAL FACILITIES AND EQUIPMENT (COLLECTIVELY, "CABLE AND TELECOMMUNICATIONS EQUIPMENT"). CABLE AND TELECOMMUNICATIONS EQUIPMENT AND FACILITIES AND THE OPERATION AND MAINTENANCE THEREOF CAN AND WILL EMIT UNPLEASANT NOISES AND/OR OTHER EMISSIONS WHICH COULD POTENTIALLY RESULT IN, AMONG OTHER THINGS, INCONVENIENCES, INTERRUPTIONS IN USE OR ENJOYMENT OF PROPERTY OR COMMON PROPERTY, AND/OR HEALTH ISSUES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER

CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF AVALON TRAILS, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) SUCH OWNER AND/OR SUCH OWNER'S INVITEES, GUESTS, TENANTS OR OTHER OCCUPANTS DO NOT OBJECT TO THE PRESENCE OF THE CABLE AND TELECOMMUNICATIONS EQUIPMENT, (ii) THE CABLE AND TELECOMMUNICATIONS EQUIPMENT AND THE USE, OPERATION, AND/OR MAINTENANCE THEREOF SHALL NOT BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (iii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) THE AREA SUBJECT TO THE LEASE, OR THE CABLE AND TELECOMMUNICATIONS EQUIPMENT (EVEN IF NOT BEING ACTIVELY USED AT THE TIME OF ENTRY), (iv) THE OWNER OF THE CABLE AND TELECOMMUNICATIONS EQUIPMENT SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE LEASE OR THE CABLE AND TELECOMMUNICATIONS EQUIPMENT EXCEPT RESULTING DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RESPECTIVE OWNER THEREOF, AND (v) ANY PURCHASE OR USE OF ANY PORTION OF AVALON TRAILS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

29. Off-Site Matters Airport Disclosure. Each Owner, by acceptance of a deed to their Home, acknowledges they are aware AVALON TRAILS lies within the vicinity of a nearby airport/airpark development commonly referred to as the "Antiquers Aerodrome." As such, the noise and traffic from nearby aircraft may arise from the use and operation of such airpark, as well as the hazards generally existing in the vicinity of any airport/airpark. No assurance can be given as to what the improvements on the Antiquers Aerodrome will be as all are subject to change in size, use, flight patterns, landing patterns, hours of operation and location, as well as future development on the site. Declarant has no interest in the ownership or operation of the Antiquers Aerodrome. ACCEPTANCE OF A DEED, LEASE, OR ANY OTHER INTEREST IN OR PRIVILEGE PERTAINING TO AVALON TRAILS SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THE LAWFUL USE OF THE AIRSPACE BY AIRCRAFT OPERATING ON, APPROACHING OR DEPARTING THE NEARBY AIRPORT/AIRPARK DEVELOPMENT AND WHICH FLY OVER OR NEAR AVALON TRAILS (AND THE HOURS OF OPERATION AND NOISE THAT MAY ACCOMPANY SAID LAWFUL OPERATION), AND SHALL FOREVER BAR ANY OWNER OR LESSEE'S RIGHT TO ASSERT AGAINST OR JOIN IN ANY CLAIM, ADMINISTRATIVE PROCEEDING, LAWSUIT, OR OTHER CAUSE OF ACTION THAT MAY BE BROUGHT AGAINST THE DECLARANT OR THE ASSOCIATION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF, OR RELATED TO, THE OPERATION OF ANY NEARBY AIRPORT/AIRPARK. Further, all property within the vicinity of AVALON TRAILS is subject to development and redevelopment that may change its use and character from time to time existing.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 13 day of June, 2019.

This is

WITNESSES:

[Signature]
Print Name: ELISA SEGUIN

[Signature]
Print Name: Tim Sanders

13FH AVALON LP, a Delaware limited partnership

By: **13FH AVALON GP LLC**, a Delaware limited liability company, its general partner

[Signature]
By: _____
Name: Arnaud Karsenti
Title: Authorized Representative

{COMPANY SEAL}

STATE OF FLORIDA)
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 13 day of June, 2019 by Arnaud Karsenti, as Authorized Representative of 13FH AVALON GP LLC, a Delaware limited liability company and the general partner of 13FH AVALON LP, a Delaware limited partnership, on behalf of the partnership, who is personally known to me or who has produced _____ as identification.

My commission expires: March 24, 2020

[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name ELISA SEGUIN



Elisa Seguin
Commission # FF975191
Expires: March 24, 2020
Bonded thru Aaron Notary

JOINDER

AVALON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in this DECLARATION FOR AVALON TRAILS (this "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of June, 2019.

WITNESSES:

Lindsay M Rayner
Print Name: Lindsay M Rayner

Renee Palmer
Print Name: Renee Palmer

AVALON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Name: Loriette Moccia
Title: President

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of June, 2019, by Loriette Moccia, as President of AVALON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Julie Johnston

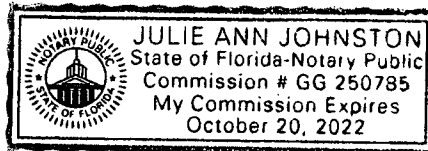


EXHIBIT 1

LEGAL DESCRIPTION

AVALON TRAILS AT VILLAGES OF ORIOLE PUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGES 76 THROUGH 95 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:

PARCEL K, AVALON TRAILS AT VILLAGES OF ORIOLE PUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGES 76 THROUGH 95 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

This is not a certified copy

EXHIBIT 2

ARTICLES OF INCORPORATION

This is not a certified copy

State of Florida



Department of State

I certify from the records of this office that AVALON TRAILS HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 2017.

The document number of this corporation is N17000011162.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 19, 2018 and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by Section 15.16 Florida Statutes and authenticated by the code, 519A00011944-061419-N17000011162-1/1, noted below.

Authentication Code: 519A00011944-061419-N17000011162-1/1

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



Ronald R. Be...
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on June 13, 2019, for AVALON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H19000186157. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N17000011162.

Authentication Code: 519A00011944-061419-N17000011162-1/1

This is not a scanned copy

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



Ronald R. Be...
Secretary of State



June 14, 2019

FLORIDA DEPARTMENT OF STATE
Division of Corporations

AVALON TRAILS HOMEOWNERS ASSOCIATION, INC.
848 BRICKELL AVE PH 1
MIAMI, FL 33134

Re: Document Number N19000011162

The Amended and Restated Articles of Incorporation for AVALON TRAILS HOMEOWNERS ASSOCIATION, INC, a Florida corporation, were filed on June 13, 2019.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H19000186157.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cheryl R McNair
Regulatory Specialist II
Division of Corporations

Letter Number: 519A00011944

((H19000186157 3)))

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AVALON TRAILS HOMEOWNERS ASSOCIATION, INC.

(A FLORIDA NOT-FOR-PROFIT CORPORATION)

Document No. N17000011162

In compliance with the requirements of the laws of the State of Florida, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **AVALON TRAILS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").
2. Principal Office. The principal office of the Association is 848 Brickell Avenue, PH 1, Miami, Florida 33131.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 40 East Jackson Street, Suite 2100, Tampa, Florida 33602. The name of the Registered Agent of the Association is:

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.
C/O CHRISTIAN F. O'RYAN, ESQ.

I hereby am familiar with and accept the duties and responsibilities as registered agent for the above-stated corporation.

Signature of Registered Agent

4. Definitions. The COMMUNITY DECLARATION FOR AVALON TRAILS (the "Declaration") will be recorded in the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a community to be known as AVALON TRAILS. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the rights and interests of the Declarant, the Builders, the Association and the Owners.
6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and AVALON TRAILS;
 - 7.3 To operate and maintain the SWMS. The Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements and applicable SFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. To the extent required by the Permit, the Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the SWMS;

((H19000186157 3)))

((H19000186157 3))

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

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

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

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

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

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

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

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

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

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

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

7.15 To have the power to sue and be sued; and

7.16 To enforce, by legal action or otherwise, the provisions of the DRC and of all rules, regulations, covenants, restrictions and agreements governing or binding AVALON TRAILS as promulgated by FDEP.

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

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

((H19000186157 3))

NAME	ADDRESS
Loriette M. Moccia	848 Brickell Avenue, PH 1 Miami, Florida 33131
Julie Johnston	848 Brickell Avenue, PH 1 Miami, Florida 33131
Eric Martinez	848 Brickell Avenue, PH 1 Miami, Florida 33131

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. If the Association ceases to exist, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2018), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SFWMD prior to such termination, dissolution, or liquidation.

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

12. Amendments.

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

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

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

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Parcels, Units or Homes. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such

((H19000186157 3))

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

13. Limitations.

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

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

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

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

President:	Loriette Moccia	848 Brickell Avenue, PH 1 Miami, Florida 33131
Vice President:	Julie Johnston	848 Brickell Avenue, PH 1 Miami, Florida 33131
Secretary/Treasurer:	Eric Martinez	848 Brickell Avenue, PH 1 Miami, Florida 33131

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

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

The date of adoption of the amendment(s) was: June 12 _____, 2019.

((H19000186157 3))

((H19000186157 3)))

Effective date: June 12, 2019.


Adoption of Amendment(s):


 the amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

 X there are no members entitled to vote on the amendment(s), and the amendment(s) was (were) adopted by the Board of Directors.

The undersigned represent a majority of the Board of Directors and hereby approve these Amended and Restated Articles of Incorporation on this 12 day of June, 2019.

BOARD OF DIRECTORS:


Loretta Muccia, Director


Eric Martinez, Director

((H19000186157 3)))

EXHIBIT 3

BYLAWS

This is not a certified copy

This is not a certified copy

**BYLAWS
OF
AVALON TRAILS HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

TABLE OF CONTENTS

1. Name and Location 1

2. Definitions 1

3. Members 1

4. Board of Directors 3

5. Meeting of Directors 5

6. Powers and Duties of the Board 6

7. Obligations of the Association 7

8. Officers and Their Duties 7

9. Committees 8

10. Records 8

11. Corporate Seal 8

12. Amendments 8

13. Conflict 9

14. Fiscal Year 9

15. Miscellaneous 9

This is not a certified copy

**BYLAWS
OF
AVALON TRAILS HOMEOWNERS ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is AVALON TRAILS HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 848 Briskell Avenue, PH 1, Miami, Florida 33131, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

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

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

"**Official Records**" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2018).

3. Members.

3.1 Voting Interests. Each Owner, Builder and the Declarant shall be a member of the Association; provided, however, each Builder shall not be deemed a member until after the Turnover. No person who holds an interest in a Parcel or Unit only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel or Unit, except that Builders shall not be considered members until after the Turnover. There shall be one (1) vote appurtenant to each Parcel or Unit. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Parcel or Unit owned by Declarant. Thereafter, the Declarant shall have Voting Interest equal to one (1) vote for each Parcel or Unit owned. Prior to the Turnover, Builders shall not be deemed members and shall not have any Voting Interests. From and after the Turnover, each Builder shall have Voting Interests equal to one (1) vote for each Parcel or Unit owned by such Builder. For the purposes of determining who may exercise the Voting Interest associated with each Parcel or Unit, the following rules shall govern:

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

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

have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

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

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

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

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

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

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

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

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast twenty percent (20%) of the total Voting Interests. To the extent permitted by applicable law, as

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

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

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

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2018), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by Declarant need not be members of the Association. Board members elected by Owners and Builders must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2018) Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Parcels and Units ultimately planned for AVALON TRAILS are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

4.2 The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "Turnover Date"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect at least three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office, subject to Section 4.3 below.

4.3 Neighborhood Representation. From and after the Turnover Date, except as otherwise expressly provided herein, the Board shall at all times include at least one (1) Owner of a Parcel or Unit from each Neighborhood. For example, if on the Turnover Date AVALON TRAILS is comprised of the Single Family Neighborhood and Townhome Neighborhood, then the members shall elect at least three

(3) Directors: one (1) Director from the Single Family Neighborhood, one (1) Director from the Townhome Neighborhood, and one (1) Director from either the Single Family Neighborhood or the Townhome Neighborhood. Until each Neighborhood is represented by at least one (1) Owner of a Parcel or Unit within such Neighborhood on the Board, the candidates from each Neighborhood receiving the most votes shall be elected to office. Of such candidates receiving the most votes and including at least one (1) Owner from each Neighborhood, the candidate with the most votes (irrespective of the Neighborhood in which such candidate owns a Parcel or Unit) shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years, with at least one (1) Owner of a Parcel or Unit from each Neighborhood serving on the Board at all times after the Turnover Date. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date). Notwithstanding anything contained herein to the contrary, in the event there are no candidates from a particular Neighborhood running to serve as a Director, then the candidates receiving the most votes (irrespective of the Neighborhood(s) in which such candidates own Parcels or Units) shall be elected to office.

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

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

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

4.7 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to Declarant's right to appoint a Director as permitted by Section 20.307(3), Florida Statutes (2018), from and after the expiration of the Turnover, or such earlier date determined by Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

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

4.9 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates

nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2018), any election dispute between a member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

Meeting of Directors.

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

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

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

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

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

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

5.8 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.9 Electronic or Video Attendance. The Board may, by majority consent, permit any directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any

means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

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

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

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

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

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

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

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

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

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

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

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

extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association.

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

- 7.1 Official Records. Maintain and make available all Official Records;
- 7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- 7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and
- 7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

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

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

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

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

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

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

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

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

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

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

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the

Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2018), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

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

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

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

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

12. Amendments.

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

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

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a

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

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

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

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

15. Miscellaneous.

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

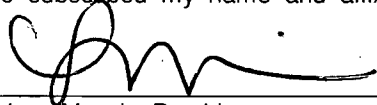
15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Loriette Moccia, do hereby certify that:

I am the duly elected and acting President of AVALON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14th day of June, 2019.



Loriette Moccia, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT

This is not a certified copy



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-00518-S-07
DATE ISSUED: February 2, 2018**

Delivered Via Email

PERMITEE: 13FH PALM BEACH LP
848 BRICKELL AVENUE PH I
MIAMI, FL 33131

PROJECT DESCRIPTION: Construction and operation of a stormwater management system serving a 107 acre residential development known as Avalon Trails.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 15 TWP 46S RGE 42E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 171219-9, dated December 19, 2017. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 5),
3. the attached 7 Special Conditions (See Pages : 5 - 5 of 5) and
4. the attached 2 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 2nd day of February, 2018, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (<http://my.sfwmd.gov/ePermitting>).

BY: _____
Ricardo A. Valera, P.E.
Bureau Chief - Environmental Resource
Regulation Division

GENERAL CONDITIONS

1. 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, Florida Administrative Code (F.A.C.). Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. 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), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. 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.
6. 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.
7. 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 Applicant's Handbook 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.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

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.
10. 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.
 11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
 12. The permittee shall notify the Agency 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.
 13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
 14. 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.
 15. 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.
 16. 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

GENERAL CONDITIONS

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.

- 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
- 18. 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.

This is not a certified copy

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on February 2, 2023.
2. Operation and maintenance of the stormwater management system shall be the responsibility of the Avalon Trails Master Association, Inc.. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
4. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
5. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (<http://my.sfwm.d.gov/ePermitting>) under this application number.
 - Exhibit No. 1 Location Map
 - Exhibit No. 2 Construction Plans
 - Exhibit No. 2A Basin Map
 - Exhibit No. 2B Modeling Result Summary
6. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: pre-con@sfwm.d.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

7. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.